

INEZ HUNTER
435 Woodduck Place
Apt. H., Box 15
Woodbury, Minnesota 55125
Hunterrinez@yahoo.com

DANNEZ HUNTER
P.O. Box 75472
Saint Paul, Minnesota 55175
dannezhunter@hotmail.com

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JAN 14 2013

IN PROPRIA PERSONA

CLERK, US DISTRICT COURT
MINNEAPOLIS, MN

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

INEZ HUNTER,
DANNEZ HUNTER
Plaintiffs,
vs.
STATE OF MINNESOTA, CITY
OF WOODBURY, A MUNICIPAL
CORPORATION, WASHINGTON
COUNTY, A MUNICIPAL
CORPORATION, WASHINGTON
COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY,
CITY OF SAINT PAUL, A
MUNICIPAL CORPORATION,
SAINT PAUL PUBLIC HOUSING
AGENCY, U.S DEPARTMENT OF
JUSTICE, MINNESOTA
ATTORNEY GENERAL, L.L.C.;
acting in their official capacity only
as top supervisors, officers,
investigators, employees or agents,
including cities, counties,
municipalities, and other entities
sited in Minnesota and Federal
Defendants.

Case No. _____

1. Health Portability and Accountability Act of 1996 ("HIPAA") Pub.L. No. 104-191, 110 Stat. 1936 as Amended by the Health Information Technology For Economic and Clinical Health ("HITECH")
2. Minnesota Health Records Act, Minn. Stat. §144.291 *et. seq.*;
3. Minnesota Statute 2010 Statutes Chpt. §481 Section 07 – Collusion
4. Retaliation – Minnesota Stat. § 504B.285
5. The Fair Housing Amendments Act of 1988
6. The Cartwright Act
7. Minnesota False Advertising Law
8. Invasion of Privacy

(JURY TRIAL IS DEMANDED)

To vindicate the public's interest, Plaintiff Inez Hunter ("Hunter") hereby brings forth this class action triable issue and hereby states and alleges as follows:



INTRODUCTION

1. To vindicate the public's interest, the Plaintiff Inez Hunter, Volunteer Elementary Tutor, and her son Dannez Hunter, Owner of "**Afristocks.com**," "**Afghanitrade.com**," "**Brazitrade.com**;" hereby, brings forth this "**Antitrust and Collusion Activities**" pursuant, the Fourteenth Amendment of the United States Constitution and 42 U.S.C. §3610, Fair Housing Act ("FHA") against the Defendant Entities City of Woodbury, Washington County, City of Saint Paul, Saint Paul Public Housing Agency Division Section 8 Program, State of Minnesota, Minnesota Attorney General, the U.S. Department of Justice, Minneapolis Department of Justice, Leah C. Janus, Fredrikson & Byron in their official capacity to have engaged in "**quid quo pro**" "**collusion**" favors/deals" by "**aid and abetting**" Washington County HRA ("WCHRA"), Corona Serrano and her "Senior Top Supervisors/Officials/Commissioners/Executive Directors" with carrying out a "**Vendetta Forced Gentrification Scheme**," and serving the "**Senior Citizen Vulnerable Adult**" with the "**Seventh Eviction Notice**" for her refusal to "**sign/execute**" her name on "Torfeasor Error HIPAA Medical forms, and Tortfeasor Error Investigation forms in case 12-SC-2008MJD/AJB, thus constituting violations of **Health Insurance Portability and Accountability Act of 1996** ("**HIPPA**") Pub. L. No. 104-191, 110 Stat. §1936 as amended by the **Health Information Technology For Economic and Clinical Health** ("**HITECH**") Act, Pub. L., No. 111-5, 123 Stat., 226, and Department of Health and Human Services Regulations at 45 C.F.R., §160 *et. seq.*; the Minnesota Health Records Act, Minn. Stat. § 144.291 *et. seq.*; Minnesota consumer protection laws, Minn. Stat. Ch. §§ 325D.43 *et. seq.* & 325F.68. *et. seq.*, Minnesota Advertising Law, the Cartwright Act, Minnesota Statute 2010 Statutes Chpt. § 481.07 – **Collusion, Retaliation** – Minnesota Stat. §504B.285, and Civil Rights Act of §1866, The Fair Housing Amendments Act of 1988, Breach of Statutory Duty, Vicarious Liability, Sherman Act 15 U.S.C. §1, and Clayton Act 15 U.S.C. §15(a). (Exhs. 300, 301, 302, 303, 304, 350, 351, 600, 601, 602, 603, 604, 605, 607)

1 2. The Plaintiff asserts the Defendants Entities committed Federal offense by
2 perpetuating “felony discriminatory policies (“Policy”) and practices (“Practice”) against
3 Hunter, and were carried-out said Entities “Vendetta Gentrification Scheme” of
4 “**institutionalized racism**” by attempting to degrade, humiliate, and ban the bereaved
5 from entering into housing over more than a 300+ square mile radius and 5 state region,
6 as well as, kick her in the streets in the middle of the winter, thus constituting class,
7 disability, age, and “Familial Status” discrimination in violation of then Fair Housing
8 Act, and Section 1 of the Sherman Antitrust Act, 15 U.S.C. §1, and Minnesota Statute
9 §481.07 for Collusion.

10 3. Plaintiff Dannez Hunter asserts that is was printed in the newspaper and
11 President Obama announced Afghanistan had more than **\$1 trillion dollars in**
12 **“Lithium,”** (“emphasis added”) for the creation for the next generation of future
13 products and before the announcement was finished Hunter had purchased
14 **Afghanitrade.com**. In the interim, the United States designated Afghanistan as favorite
15 nation status, and on December 11, 2013, there was a Presidential damage control press
16 release. However, the Minnesota government employees did not have a sincere agenda,
17 and sought through “unfair business practices” to derail emerging market stock
18 exchanges in Afghanistan, Africa, as well as, a trading platform for Brazil by the
19 implementation of a “Forced Gentrification” scheme, as Defendant Entities targeted the
20 Hunter’s family to ban them from entering into housing over a 300+ square mile radius.

21 4. The above acts follow a wicked group of people chopping four underwater
22 cables in 2 weeks on each coast of Africa for data cables linking East Africa to the
23 Middle East and Europe Eastern Africa Submarine Cable System (EASSy), the Europe
24 India Gateway (EIG) and the South East Asia Middle East Western Europe-3 (SEA-ME-
25 WE-3).

26 5. Plaintiff Inez Hunter and Dannez Hunter brings this action pursuant the
27 Fourteenth Amendment of the U.S. Constitution and Minnesota common law invasion of
28 privacy. To date, said Defendant Entities, State of Minnesota, City of Saint Paul,

1 Washington County, City of Woodbury, Washington County HRA, ("WCHRA"), and
2 the Public Housing Agency of Saint Paul, and the Minneapolis Department of Justice
3 continue to violate Title VI of the Civil Rights Act of 1964 by scheming to ban the
4 plaintiff from entering into housing and "Forced Gentrification Scheme" by defending
5 collusion activities designed to suppress competition.

6 6. "The United States Supreme Court long has recognized "privacy" as a
7 fundamental constitutional right protected by the U.S. Constitution and entitled to
8 protection from encroachment by the States, federal and unwanted third parties both
9 under Fourth and Fourteenth Amendments and under various protections extended to the
10 people of the United States by the Bill of Rights. To enforce those rights, the legislative
11 branch of our federal government has adopted a "**strict approach**" to the protection of
12 privacy interests, particularly in the past twenty years."

13 7. For decades, despite government promises that "no person in the United
14 States shall, on the grounds of race, color, or national origin, "Familial Status," or
15 disability be excluded from participation in, be denied the benefits of, or be otherwise
16 subjected to discrimination under any "government funded "Subsidized Program" or
17 "Activity" as an applicant or recipient receiving Federal Financial Assistance through
18 HUD, MDHR, Saint Paul PHA, Canvas Mental Health, WCHRA, City of Woodbury,
19 County of Washington, City of Saint Paul, said Defendant Entities have been complicit
20 by committing an affirmative act by engaging in systemic Class and Familial Status
21 Discrimination in violation of the Fair Housing Amendments Act of 1988 and Housing
22 Discrimination against People with Mental Disabilities, 43 Am. U. L. Rev. 925 (1993-
23 1994)).

24 **Summary of Wrongful Conduct of Forced Gentrification – Legal Basis**

25 8. Plaintiff Dannez Hunter asserts and alleges that City of Saint Paul, City of
26 Woodbury, and Washington County, Minnesota. Department of Human Rights
27 ("MDHR"), U.S. HUD Region V, WCHRA, Canvas Mental Health, State of Minnesota,
28 the Minneapolis Department of Justice, the Minnesota Attorney General's Office,

1 Pondview Townhomes/Northstar Residential LLC, are in non-compliance with enforcing
2 their statutory, regulatory and contractual civil rights obligations associated with their
3 usage of federal housing and community tax-payer development funding.

4 9. On October 17, 2012, Plaintiff Hunter asserts Washington County Housing
5 and Redevelopment Authority, ("WCHRA") Barbara Dacy, Executive Director, Melissa
6 Taphorn Deputy Executive Director, Melissa Taphorn Deputy Executive Director
7 acquiesced to Cornia Serrano, Rental Assistance Specialist at 321 Broadway Ave., Saint
8 Paul Park, Minnesota, 55071 at around 11:00 a.m., on behalf of Al Hester, Housing
9 Policy Director, Public Housing Agency, Saint Paul, and Dominic Mitchell, Section 8
10 Program manager all subdivisions, "Invaded the Disabled Tutor's Privacy." Plaintiff
11 Hunter asserts WCHRA, County of Washington, City of Woodbury, Saint Paul PHA,
12 State of Minnesota, Minneapolis Department of Justice, Department of Justice,
13 Minnesota Attorney General Defendants through acts of acquiescence turned a blind-eye
14 to WCHRA **"terrorist campaign"** of felony **"coercion/fraudulent inducement,"**
15 harassment, stalking, occur while sanctioning Pondview Townhomes / Northstar
16 Residential Supervisors with carrying-out felony acts of breaking the lock on her front
17 door, entering her apartment without authorization, riffling through her property, and
18 threatening with wanton malice to evict the Disabled Senior Citizen in the middle of the
19 winter in violation of the **Cold Weather Act**.

20 10. Plaintiff Hunter assert and alleges that Defendant Entities WCHRA,
21 Supervisors and City of Woodbury, City of Saint Paul, Lori Swanson, Attorney General,
22 Department of Justice, Minn. Depart. of Hum. Rghts., and Mpls. D.O.J. Officials turned
23 a blind-eye to Hunter being overcharged for rent in a **"kick-back Rack Scheme,"** and
24 then sanctioned WCHRA serving the Tutor with a **"Vendetta Gentrification Eviction"**
25 and "Notice To Vacate" on behalf of Pondview Townhomes after the bereaved "refused"
26 to "sign/execute" her name on Tortfeasor Error **HIPPA**A Medical Forms, and Tortfeasor
27 Error Investigation forms.

11. Plaintiff asserts and alleges Defendant Entities WCHRA, Supervisors and City of Woodbury, City of St. Paul, Lori Swanson, Attorney General, Department of Justice, Minnesota Department of Human Rights, and Minneapolis D.O.J. Officials deliberately engaged in a “**pattern**” to ignore displaced classes of minorities being subjected to Predator Lending and the current case of a “**Rent Kick Back Vendetta Price Fixing Rack Scheme.**”

12. “Recognizing that law enforcement personnel, among others, have the ability and propensity to access any person’s private information, especially that information retained by the State in connection with driver’s license;” however, Congress passed legislation commonly known as the Health Insurance Portability and Accountability Act (“**HIPAA**”) and Health Information Technology for Economic and Clinical Health (“**HITECH**”) Act that prohibits third parties or any government officials or agents from gaining access to this Plaintiff’s medical records and distributing such medical records to unknown third parties or unauthorized government agencies / entities. “In a separate but related vein, in 1997 the Minnesota Supreme Court first recognized the tort of “Invasion of Privacy”. In addition, in the case of Police Officer Anne Marie Rasmusson, U.S. District Court of Minnesota Case No. 12-G32 SRN/JSM, the Court recognized the tort of “**Invasion of Privacy**”.

13. Plaintiff Hunter asserts and alleges Defendant Entities WCHRA, Supervisor, City of Woodbury, Washington County, City of Saint Paul, Saint Paul PHA, Senior Management, Officials, and Commissioner’s, the Mpls. Dept. of Justice , and Attorney General the State of Minnesota have subjected Disabled Plaintiff Hunter to a “**Vendetta Gentrification Scheme**” in violation of **HITECH Act**, of which, was enacted under Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5), **HIPAA**, **HIPAA**, and state law. Defendant Entities Minneapolis Department of Justice, B. Todd Jones, Leah C. Janus Attorney At Law, and Lori Swanson Attorney General have damaged Plaintiff Hunter’s life by “**aiding and abetting**” WCHRA Senior Management, Officials, and Commissioners with following Magistrate Boylan’s material

1 instructions to quote on quote, "Get Together ("emphasis added") and file a Motion to
 2 Dismiss More Sooner than Later," against the Plaintiff, while concealing from the public
 3 the "coercion/fraudulent inducement tactics" that are a direct contributing factor for the
 4 "Price Fixing Kick Back Rent Racketeering Scheme.

5 14. Plaintiff is entitled to a determination that her rights have been violated as a
 6 result of the "**quid quo pro**" deals / favor of the Mpls. D.O.J. and Attorney General
 7 Scheme and the issuance of an order enjoining all Defendant Entities Minneapolis D.O.J.,
 8 and Lori Swanson, Attorney General, Leah Janus, WCHRA Senior Officials and Saint
 9 Paul Public Housing Agency Section 8, Senior Officers Dominic Mitchell, and John
 10 Gutzman, Executive Director complicit violations that warrant monetary damages for
 11 these "**Invasion of her Privacy felony acts**" and "**tag-team Vendetta Inspection**" that
 12 were carried-out with "**Collusion Racketeering Precision**" with malice and willful
 13 "pattern of abuse of authority" and intent to displace Plaintiff Hunter by a Forced
 14 Gentrification Scheme. (Exh. 500, **Eric Schumacher, Housing Inspector is not a**
 15 **party to this complaint**)

16 15. On December 4, 2012, Plaintiff asserts Defendant Entities WCHRA, Senior
 17 John and Jane Doe Management, City of Woodbury, City of Saint Paul, Senior
 18 Management / Officials over-stepped their authority and impugned the integrity of the
 19 State of Minnesota; while B. Todd Jones, and Lonnie Byran submitted false, misleading,
 20 and fraudulent pleadings erroneously representing insufficient service upon the D.O.J.,
 21 while simultaneously on the 61st Day sanctioning WCHRA attempting to
 22 "**coerce/fraudulently induce**" the Disabled Tutor into executing her signature on
 23 Tortfeasor Error HIPAA Medical Forms and Tortfeasor Error Investigation Forms in
 24 violation of HIPAA or the Health Information Technology for Economic and Clinical
 25 Health ("HITECH") Act.

26 NATURE OF THE ACTION

27 16. On October 17, 2012, of which, was the 61st day after Hunter initiated
 28 litigation in case 12-SC-2008MJD/AJB against U.S. HUD, outside of the presence of a

1 Court Judge or Attorney as a pro-se litigant, WCHRA Corona Serrano contacted Hunter
2 for a **“premeditated kick back Price Fixing Rack Scheme”** during a Recertification
3 Hearing for Hunter’s Section 8 Voucher after Plaintiff made complaints that she was
4 being **“overcharged for rent,”** as well as, Pondview/Northstar subjecting her to
5 **“Invasion of Privacy”** by taking over the flow and passage of her incoming medical
6 correspondence and/or obstructing the Legal Care Giver from receipt of a Cancer
7 Patient’s mail that doesn’t have the ability to read in violation of 18 USC §§1700, 1701,
8 1702, and for other reprisals acts to target Hunter because of her **“familial status”** of
9 having a friend diagnosed with Cancer, or a son with a disability apply for a disability
10 unit next door.

11 17. Around or about December 13, 2011, Plaintiff Hunter asserts WCHRA C.
12 Serrano came to her home for the **“second tag team pop-up”** inspection with 3 months
13 window of time, and referred WCHRA/SMERLS Agency. Plaintiff Hunter asserts and
14 alleges, SMERLS Attorney Agency on behalf of WCHRA and St, Paul PHA deliberately
15 refused to comply with instruction and intentional violated Hunter’s instruction
16 concerning the settlement, while scheming with City of St. Paul officials to displace and
17 disenfranchise African Americans from being housed in newly developed tax payer
18 community housing development for Senior Citizens and disabled protected classes.

19 18. On December 15, 2011 at the eviction hearing, the Court denied the
20 Pondview/Northstar’s’ retaliatory attempt to evict the bereaved on the grounds that it was
21 retaliatory, and ordered the proceedings to be expunged.

22 THE COURT: **“So there will be a new rate from February until January of next**
23 **year and you’ve agreed on that rate?”** (Exh. CT 103, pg. 4, lines 8-9)

24 MS. JEPSEN: **“I’m not “aware” (“emphasis added”) of it so maybe we can –**
25 **this is a rental increase?** (Exh. CT 103, pg. 4, lines 8-9)

26 MS. SAUBER: **“I don’t have it in front of me because we don’t have a lease yet.**
27 **I’d have to look it up, I’m sorry. (“emphasis added”)**
28

1 THE COURT: “Essentially in **“every major respect”** (“emphasis added”) the
2 **“lease”** (“emphasis added”) **will the same?** (Exh. CT 103, pg. 4, lines 8-9)

3 THE COURT: **“Lease Terms to Remain in Affect until January 31, 2013. All**
4 **records and eviction action are expunged.”** (Exh. CT 104, pg. 4, lines 3-5)

5 **JURISDICTION**

6 19. The Court has jurisdiction pursuant to 42 U.S.C. § 1320d-5(d), 28 U.S.C.
7 1331, and 28 USC §1367.

8 20. Plaintiff has provided notice of this action to the **Secretary of Health and**
9 **Human Services** as required under 42 U.S.C. §1320d-5(d)(4).

10 21. The Court has jurisdiction pursuant to Section 4 and 16 of the Clayton Act
11 15 U.S.C. §15(a) and §26, to recover treble damages, equitable relief, preliminary
12 injunction cost of suit, and reasonable attorney fees for Defendants’ violation of Section
13 1 of the Sherman Act 15 U.S.C. §1. Subject matter jurisdiction is proper pursuant to
14 Section 4(a) of the Clayton Act 15 U.S.C. §15(a), and 28 U.S.C. § 1331, and §1337
15 because the actions arise under the laws of the United States.

16 22. The Court has subject matter jurisdiction over this action pursuant to 28
17 U.S.C. §1343(a)(3) and 1345 and 42 U.S.C. § 3612(o).

18 23. The aforementioned statutory and constitutional provisions confer original
19 jurisdiction of this Court over the matter. This Court has jurisdiction over the Plaintiff’s
20 state law claims pursuant to 28 U.S.C. §1367.

21 **VENUE**

22 24. Venue is proper in this judicial district pursuant to 42 U.S.C. § 1391(b) and
23 42 U.S.C. § 3612(o) as the Defendant Entities are located in this judicial district and the
24 events or omissions giving rise to the claim occurred in the Minnesota judicial district.
25 (Exhs. 69, 70, 71, 72, Non- Defendant, Maurice McGough, Director Off. Fair Housing &
26 Equal Opp. Reg. V, dated 12/22/11)

27 25. Plaintiff Hunter is eligible and resides in an LIHTC Pondview unit, and was
28 supposed to receive a reduced monthly rental rate, each calendar year. The resident being
Hunter must sign a certification attesting to, among other things, the number of family

members living in the LIHTC unit and the total anticipated annual income for the family residing in that unit, and Pondview must attest to the same.

26. The units at Pondview Townhomes is a "dwellings" within the meaning of 42 U.S.C. § 3602(b).

27. **WCHRA's Jurisdiction & Obligation to Investigate the Complaint** HUD has statutory authority to enforce compliance with Fair Housing Act and related statutes and regulations. 42 U.S.C. § 3608(e) (5).

28. The amount in controversy exceeds \$75,000, excluding interests and costs.

TIMELY FILING

29. Plaintiff Ms. Hunter made a timely election to have the claims asserted in the Charge decided in a civil action pursuant to 42 U.S.C. § 3612(a).

PARTIES

30. Plaintiff Inez Hunter is a resident of the State of Minnesota and is located at 435 Woodduck Place, Apt. H., Box 15, Woodbury, Minnesota 55125.

31. Plaintiff Dannez Hunter is a resident of the State of Minnesota and is located at P.O. Box 75472, Saint Paul, Minnesota 55175

32. Defendant **U.S. Department of Justice**, United States Attorney General, c/o Eric Holder, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530-0001, which can be sued under Minn. Stat. §466.01 *et. seq.*

33. Defendant **State of Minnesota** is located at 102 State Capitol, 75 Rev. Dr. Martin Luther King, JR., Blvd. Saint Paul, Minnesota 55155-1609, which can be sued under Minn. Stat. §466.01. *et. seq.*

34. Defendant **Minnesota Attorney General**, c/o **Lori Swanson** is located at 102 State Capitol, 75 Rev. Dr. Martin Luther King, JR., Blvd. Saint Paul, Minnesota 55155-1609, which can be sued under Minn. Stat. §466.01 *et. seq.*

35. Defendant **Minneapolis Department of Justice**, c/o B. Todd Jones, Assistant U.S. Attorney, 300 S. Fourth Street, Room 600, Minneapolis, MN 55415, which can be sued under Minn. Stat. §466.01 *et. seq.*

36. Defendant **City of Saint Paul**, c/o Ms. Shari Moore CMC, City Clerk's Office, 310 City Hall, 15 Kellogg Blvd., West, Saint Paul, Minnesota 55102, which can be sued under Minn. Stat. §466.01 *et. seq.*

37. Defendant **Saint Paul Public Housing Agency, Saint Paul Section 8**, c/o Al Hester or David Palm, 555 N. Wabasha Street, Suite 300, St. Paul, MN 55102

38. Defendant **City of Woodbury**, c/o Jody Vogl, Clerk 8301 Valley Creek Road Woodbury, MN 55125, which can be sued under Minn. Stat. §466.01 *et. seq.*

39. Defendant **Washington County**, Government Center, which can be sued under Minn. Stat. §466.01 *et. seq.*

40. Defendant **Washington County Housing Redevelopment Authority**, Washington County HRA, 7645 Currell Blvd, Woodbury, MN 55125; cserrano@wchra.com, which can be sued under Minn. Stat. §466.01 *et. seq.* and 45 C.F.R. §160.103.

41. Defendant Andrea Jepsen, Southern Minnesota Referral Legal Service, Saint Paul, Minnesota 55 East 5th Street, Ste #1000, Saint Paul, Minnesota 55101

42. Defendants Entity in their official capacity are various cities, counties, municipalities and other entities cited in Minnesota, which can be sued under Minn. Stat. §466.01 *et. seq.* or other statutes, and federal departments and agencies, which can be sued under 28 U.S.C. §1346 or other statutes.

43. Plaintiff will refer to the entities named in all the above paragraphs collectively as "Defendant Entities" or "Entity Defendants."

44. Plaintiff Hunter asserts and alleges Defendant Corona Serrano ("Serrano"), , was, at all times material herein, a citizen of the United States and a resident of the State of Minnesota, duly appointed and acting in her official capacity on behalf of Superior Supervisors at U.S. HUD/St. Paul PHA/ WCHRA as the Rental Assistant Specialist.

45. Plaintiff asserts Corona Serrano, in December, November, and October of 2012 refused to relinquish the names of her Supervisors, which directed her to serve the Plaintiff with HIPAA Medical Tortfeasor Error Forms and Tortfeasor Investigation

1 Forms, while concealing that Hunter was being overcharged for rent. (Exhs. 600, 601,
2 602, 603, 604, 605, 607); (Exhs. 700, 701 Advertisement Rental)

3 46. Official Capacity Defendants Entities Executive Directors were, at all times
4 material herein, citizens of the United States and residents of the State of Minnesota,
5 duly appointed and acting in their individual capacities as officer of WCHRA / U.S.
6 HUD Supervisors, officers, or employees of the Defendant Entities or other federal, state,
7 county, or municipal entities in the State of Minnesota.

8 47. Plaintiff will refer to the individuals only in their Official Capacity-
9 Defendants (with the exception of the “**Defendant Entity Commissioners**” and
10 “**Defendant Entity Supervisors**” defined below, including “**Official Capacity-**
11 **Defendant John and Jane Does**” collectively as the “Defendant Entity Personnel” or
12 “**OC Defendants Supervisors**” or “**Official Defendant Entity**” or “**Defendant Official**
13 **Entities**”.

14 48. Plaintiff Hunter asserts and alleges Defendant Entities WCHRA, City of
15 Woodbury, Washington County, Saint Paul PHA, City of Saint Paul, Senior
16 Management/Officer/Officials were, at all times material herein, as citizens, of the
17 United States and are residents of the State of Minnesota, duly appointed and acting in
18 their Official capacity as City Officials and Commissioners of WCHRA, St. Paul PHA,
19 City of Woodbury, City of Saint Paul, Washington County in the State of Minnesota.

20 49. Plaintiff refers to the Defendant Entities collectively, as the “Commissioner
21 Defendants” or Defendant Commissioners”.

22 50. The Supervisors/Senior Management/Senior Officer Defendants are not
23 presently known. To date, C. Serrano has rebuffed 15 attempts to relinquish the names of
24 her WCHRA Senior Management that directed her to commit the felony acts against
25 Plaintiff Hunter. Plaintiff anticipated that the yet-to-be-named Supervisor Defendants
26 who should have refrained from Vendetta Tag-Team Inspections, should not have
27 engaged in such reprisal, and stopped the unauthorized practice and policy to **coerce /**
28 **fraudulently** induce Plaintiff Hunter into executing her name on Vendetta Tortfeassor

1 HIPAA Forms and Tortfeasor Investigation Forms, and thus will become known
2 through discovery.

3 51. Plaintiff Hunter asserts and alleges despite training by Federal Government
4 from Washington D.C., Defendants stepped outside the boundaries of the law, as the
5 Department of Justice in Washington, the Minneapolis Department of Justice, and the
6 Attorney General permitted, condoned, participated in an affirmative act, or acquiesced
7 in this felony Vendetta Coercion Scheme to fraudulently procure Plaintiff signature on
8 for non-public / private information on Tortfeasor Error HIPAA Forms, and knew or
9 should have known that it was a serious felony to engage in such conduct outside the
10 presence of a Judge or Attorney on the **"inside of discovery"** for a **pro se** disabled
11 litigant.

12 52. Plaintiff Hunter asserts and alleges Defendant Minneapolis Department of
13 Justice B. Todd Jones Assistant Attorney General illegally hired a computer hacking
14 cyber unit to erase the pro se litigant's legal file on her flash-drive for case 12-SC-2008.
15 Plaintiff asserts and alleges the Minneapolis D.O.J. materially instructed a **"hacking
16 cyber unit"** to create a folder entitled **"Prosecutorial Immunity"** on Plaintiff's Flash
17 Drive, and when this file was deleted then her court legal file entitled **"Pondview
18 Gentrification"** was erased and deleted on a government computer in Woodbury"
19 located at the Woodbury Work Source Center located at 2150 Radio Drive, Woodbury,
20 MN 55125. The Plaintiff asserts to date. In the interim, the Plaintiff asserts her "Due
21 Process and Equal Protection" rights were violated by the Minneapolis Department of
22 Justice, and Lonnie F. Bryan, Assistant U.S. Attorney.

23 FISA Amendments Act of 2008 **affront for Racketeering Clayton Act Violation**

24
25 "All that Senator Udall and I are asking for is a ballpark estimate of how
26 many Americans have been monitored under this law, and it is disappointing
27 that the Inspectors General cannot provide it," Sen. Wyden told Wired's
28 Danger Room back in June. "If no one will even estimate how many
Americans have had their communications collected under this law then it is
all the more important that Congress act to close the 'back door searches'

1 loophole, to keep the government from searching for Americans' phone calls
2 and emails without a warrant."

3 On Thursday this week, Sen. Wyden echoed his concerns from earlier this
4 year by warning that the threat to the Americans' privacy "has been real and
5 it is not hypothetical."

6 53. Non-Plaintiff Dannez Hunter asserts his mother's flash-drive was hacked in
7 in front of him and her "Pondview Gentrification" legal folder deleted in his presence.
8 Mr. Hunter is a very credible witness as a result of his last 3 ½ years' work on the \$4.0
9 billion dollar Terminator/Matrix Felony Copyright Infringement and RICO Case that
10 recently prevailed on December 4, 2012 in the State of Utah Case No. 2:07 –cv-552, by
11 recused Magistrate Clark Waddoups has recused himself. Mr. Hunter was Sophia
12 Stewart's former Co-Chairman involving her recent victory for the Terminator/Matrix
13 Criminal Copyright infringement case involving \$3.5 billion dollar liens filed against
14 numerous corporation.

15 54. On December 20, 2012, Plaintiff Inez Hunter asserts and alleges after the
16 Minneapolis DOJ hacked her flash drive B. Todd Jones, and Lonnie F. Bryan Attorneys
17 filed fraudulent pleading" in the Court while impugning the integrity of the government
18 by asserting "**sovereign immunity**" for misrepresentation. The Plaintiff asserts in the
19 interim, Magistrate Boylan obstructed several requests of the Plaintiff to gain access to
20 her legal file inside the courthouse so that she could litigate the case like a normal
21 attorney.

22 55. On December 20, 2012, the Plaintiff asserts B. Todd Jones, and Lonnie
23 Bryan Minneapolis Dept. of Justice "Pondview Gentrification," engaged in affirmative
24 complicit acts in the furtherance of a "Forced Gentrification Felony Scheme" by making
25 it a DOJ "practice and policy" to disenfranchise "protected classes" of minorities in the
26 State of Minnesota.

27 56. Plaintiff Hunter asserts that B. Todd Jones, and Lonnie Byran, Assistant
28 Attorneys for the Minneapolis Department of Justice made a "**Freudian Slip Confession**"

1 (“**emphasis added**”) and admitted to Congressional Probe Inquiry dated September 24,
 2 2012 by Darrell Issa, and Charles E. Grassley, Congressmen that the Minneapolis D.O.J.
 3 have engaged in “Quid Quo Pro” Deals/Favors with the Court that have economically
 4 disenfranchised the African American in the State of Minnesota community in violations
 5 of 18 USC §241 - conspiracy against civil rights, 18 USC §242 – Deprivation of civil
 6 rights under the color of law, 18 USC §1505 – Obstructing African Americans from
 7 proceedings before a judiciary, in violation of Penal Code 95 Improper Influence Referee,
 8 134 Preparing False Evidence, §135 Conceals Evidence, §136, §136.1, §137, 422.6 et
 9 seq. - Civil Rights Injury, §422.7 Intimidation Civil Rights, §422.9 Punishment for Civil
 10 Rights Violations, § 470 Falsification of Records, Judicial Canons of Law Rule 2.2 -
 11 Impartiality and Fairness, Rule 2.3 - Bias, Prejudice, and Harassment, Rule 2.6 -
 12 Ensuring the Right to Be Heard, Rule 2.15 - Responding to Judicial and Lawyer
 13 Misconduct:

14 **B. Todd Jones, /Lonnie F. Bryan D.O.J., Attorney Generals:**

15 “The Instance case appears to be an awkward way for Plaintiff to resolve where
 16 she can live....” (Docket Number , page 2, dated 12/20/12)

17 **“QUID QUO PRO FAVOR/DEAL**

18 **CONFESSION WHILE IMPLICATING THE COURT”**

19 “The issue is not appropriate for a court of law.”

20 **“QUID QUO PRO – SERIOUS FELONY FORCED GENTRIFICATION**

21 **CONFESSION BY D.O.J.”**

22 **B. Todd Jones, /Lonnie F. Bryan D.O.J., Attorney Generals:**

23 “Washington County Housing and Redevelopment Authority provides such
 24 services www.shelterlistings.org.

25 Darrell Issa, Congressman, Charles E. Grassley, Congressional Probe:

26 “They cannot image what the *Gallagher* case has to do with *Newell*. (Cite: 18
 27 USC §1505) Why are “high level” (“emphasis added”) people making phone calls.”
 28 “Notes from meeting say it “looks like buying off St. Paul.” (Anti-Trust)

1 (“emphasis added”); (Exh. 300, 301, 302, 303, 304, Congressional Letter dated
2 09/24/12)

3 57. For three decades Saint Paul and Minneapolis Prosecutors perpetuated a
4 disproportionate sentence scheme/policy/practice based on race to incarcerate
5 predominately African Americans males for increased periods of incarceration in cases
6 of pure cocaine verses crack cocaine. African Americans were disproportionately
7 impacted and received the felonies while Caucasians received misdemeanors for the
8 same exact criminal offense. As both groups were released to the streets Caucasians that
9 had the misdemeanor easily received housing. However, African Americans immediately
10 became barred from re-entry into housing which had a domino affect for rehabilitation,
11 schooling and training in violation of **Brown v. Board of Education**. In the event that a
12 Caucasian person had a felony as outlined by Shaun Donovan’s June 17, 2011 policy,
13 then City of Minneapolis and Saint Paul City Officials would apply the 3 year celling
14 cap. However, in the event the person was African American with a felony of any type
15 on his/her record, then City of Saint Paul City of Minneapolis, and City of Woodbury
16 top officials and prosecutors pursued a deliberate racist campaign to ban the rehabilitated
17 ex-felon from entering into housing, and even went to the extreme to discriminate
18 against family member such as Inez Hunter because of her familial status of having a son
19 with a disability apply for housing within Washington County.

20 58. Dannez Hunter’s felony is over 13 years old, and he went through the
21 Department of Rehabilitation; in order to enter back into the workforce/society. However,
22 due to Oppressive Civil Rights violations by the City of Woodbury, and the Minneapolis
23 Department of Justice, and County of Woodbury they targeted the Hunter Family to ban
24 both disabled family members from maintaining housing over a 300+ square mile radius
25 by their Policy to unequally apply the application of Shaun Donovan’s 3 year cap while
26 simultaneously placing Caucasian into housing.

27 59. On December 20, 2012, the Plaintiff asserts the B. Todd Jones, and Lonnie
28 F. Bryan, Minneapolis Department of Justice subjected Ms. Hunter to a discriminatory
practice and pattern to ban her from maintaining housing funded by the Federal

1 Government while making federal offense statements in pleading for his mother Inez
2 Hunter to move into a Shelter. Plaintiff Hunter asserts B. Todd Jones and Lonnie F.
3 Bryan made federal offense statements in pleading for a quid pro pro request for the
4 court to deprive Inez Hunter from litigating in the Federal Court or to redress her
5 complaints to the Federal Court system because of her familial status of having a
6 disabled son apply for residence in the apartment next door, while Mpls DOJ apply a 3
7 year max ban for Caucasians.

8 60. The Plaintiff asserts and alleges the Lonnie Bryan, Mpls. D.O.J. perpetuated
9 a Forced Gentrification scheme by making statements to Ms. Hunter to move into a
10 shelter after WCHRA violated her HIPAA rights, and such discrimination was based on
11 institutionalized racism, and oppression.

12 61. On December 20, 2012, Plaintiff Dannez Hunter and Inez Hunter asserts
13 and alleges B. Todd Jones, and Lonnie F. Bryan, Mpls. D.O.J. violated the Hunter
14 Families Civil Rights. The Mpls DOJ through willfully acts of acquiescence supported
15 in its pleadings WCHRA Federal Offense Scheme to ban Choice Voucher Section 8
16 Holders from transferring their vouchers into Washington County, while simultaneously
17 hoarding Federal Resources collected from minorities. The Plaintiff asserts the Mpls. DOJ
18 supported the Federal Offense Forced Gentrification Washington County Scheme that
19 adversely impact predominately minorities and African American families by targeting
20 his disabled mother Inez Hunter for forced gentrification and requesting a "quid quo pro"
21 favor of the Federal Court to dismiss the case while concealing that Mpls had not filed
22 its civil rights certifications with the Federal Government. Furthermore, the Mpls DOJ
23 engaged in a pattern and practice to request Court Officials to Deprive African
24 Americans from litigating civil rights cases in the Federal Court in violation of 18 USC
25 1505.

26 62. Plaintiff Hunter asserts and alleges B. Todd Jones, Assistant Attorney
27 Generals and Lonnie Bryan by their statements committed Federal Offense and
28 Recklessly Endangered the life of a Disabled Senior Citizen being Inez Hunter by the

1 Mpls DOJ quid quo pro felony request that was designed to oppress the bereaved
2 plaintiff's personal dignity, by severely humiliating and degrading treatment" or
3 otherwise violates the dignity of one or more protected class persons.

4 63. Plaintiff Hunter asserts B. Todd Jones, engaged in felony conduct against a
5 disabled Senior Citizen by defending in Court a collusion "**Rack Price Fixing Scheme**"
6 all while attempting to degrade the personality of the victim or diminishes the victim's
7 physical or mental capacity, as well as, causes physical pain or psychological damage" in
8 violation of 1949 Geneva Conventions or their 1977 Additional Protocols.

9 64. The Plaintiff asserts the B. Todd Jones / Lonnie Bryan's D.O.J.'s
10 admissions are evidence against Defendant Entities to legal proceedings of a confession
11 or an accusatory statement obtained by attempting to inflict inhuman treatment upon the
12 Plaintiff, as the severity of DOJ's Freudian slip falls within article 1 of the Torture
13 Convention and does "shock the community", including infringing upon that party's
14 rights and the fairness of the proceedings. (R v Oickle: see para 17 above), shock the
15 judicial conscience (United States v Hensel 509 F Supp 1364 (1981), p 1372), abuse or
16 degrade the proceedings (*United States v Toscanino*, 500 F. 2d. 267 (1974), p 276), and
17 involve the state in moral defilement (The People (Attorney General) v O'Brien: see para
18 17 above).

19 65. The Plaintiff asserts and alleges the B. Todd Jones/Lonnie Bryan DOJ,
20 Assistant knew or should have known the "Coercion/Fraudulent Inducement Crime" to
21 procure the execution of the pro se litigant Hunter's signature outside the presence of the
22 Court or an attorney and the concealment of the same from the Court "could cause
23 serious humiliation, degradation or affront to human dignity," and would cause Citizen's
24 to invoke the Second Amendment of the United States Constitution, should Congress fail
25 to rectify the actions of rogue oppressive government agents operating outside the
26 guidelines of the law.

27 66. Plaintiff Hunter asserts C. Serrano WCHRA s acknowledged and admitted
28 that Senior Management had attempted to procure with regularity not only Plaintiff's

1 private HIPPA Tortfeasor Error Coercion Forms Medical Documents but also acquired
 2 such documents from other disabled “**predominately minority senior citizen’s**” who
 3 were forced to sign under duress the Tortfeasor Error HIPPA Forms for non-public /
 4 private information for exhibits 600, 601, 602, 603, 604, 605, and 607.

5 67. Defendant Entities, Defendant Supervisors at WCHRA, and Saint Paul PHA,
 6 City of Saint Paul, City of Woodbury, in Washington County Minnesota in their official
 7 capacity and Defendant Commissioners have illegal felony targeting segments of
 8 protected minority classes, hording tax payer dollars, and subverting lax enforcement of
 9 these privacy policies that has allowed Defendants to disenfranchise and displace
 10 protected class minority senior citizens that are not within the government establishment
 11 due to felony intrusion practices.

12 **AGENTS AND CO-CONSPIRATORS**

13 68. Various other persons and former or current government employees, firms
 14 and corporations not named herein as Defendants have participated and perpetuated as
 15 co-conspirators with the Defendants and have performed acts and made statements in
 16 furtherance of the conspiracy. Some of these parties as of yet are not identified. The acts
 17 alleged against the Defendants were authorized, ordered, or done by top City of
 18 Woodbury, top City of St, Paul, top state of Minnesota or federal employees, top
 19 officials, top officers, or done by their employees officers, agents, field agents, former
 20 Senior government employees, or representatives while actively engaging in the
 21 management and operation of Defendant Entities business affairs.

22 69. Plaintiff Hunter assert there is a pattern in her case similar situated to the
 23 case of Anne Marie Rasmussen, Twin City Official, and municipals that deliberately
 24 Invaded Citizen’s Privacy through the DVS website:

25 Access to this service is for authorized personnel only conducting “official
 26 business.” If you do not have the express authorization, you must exit now
 27 or face the consequences of violating Chapter 13 or the Minnesota Statutes
 28 and other laws. Further, the State of Minnesota prohibits unauthorized
 access, disclosure, duplication, modification, diversion, destruction, loss,

misuse, or theft of its information in accordance with the Minnesota Statutes Sections 609.87-609.891.

DVS collects and maintains electronic access data. The data may be used and disseminated for the purpose of evaluating electronic government services; to prevent unlawful intrusions into government electronic systems; or as otherwise provided by law.

“1)... misuse of the system can lead to sanction and disciplinary action; 2) ... operators may run queries only for criminal justice purposes; 3) driver’s license or motor vehicle registration information can be accessed through CJDN only for performance of official duties authorized by law. 4)

70. Plaintiff Hunter asserts and alleges the same rules that applied for the EPPD Manual which clearly states that WCHRA officers, City of Woodbury Officer of the state should not use their official position for personal gain, as did Jeffrey Von Felds Co-Owner Pondview/Northstar and former Senior Management for the Minnesota Finance Housing Authority who acquired a loan from said agency including WCHRA.

“Peace officers shall not use the authority of their position as peace officers, or information available to them due to their status as peace officers, for any purpose of personal gain, including, but not limited to, initiating or furthering personal and/or intimate interactions of any kind with persons which (sic) whom the officer has had contact while on duty.”

JESSE VENTURA, GOVERNOR

Jesse Ventura:

“**The “whole system” is corrupted now.**” “**Until you clean up the system,** that’s what you got is **BRIBERY**. The first thing that dictator did is give the people of the Philippians two weeks to turn over all their guns or it was the death penalty. **The Second Amendment** is there... and it was put in there not for hunting or fishing like they like to say... It was put in there so that the citizen would have the ability if their government became “**Oppressive**” they could defend themselves against “**Oppressive Government,**” and I think that overrules...” (Exh. 37:14 – 37:35, <http://www.youtube.com/watch?v=r7WGMGHNHfw>) (Exh. A, Civil Complaint, C07-5218-KLS, Retaliation Lawsuit Disabled);

<http://www.justice.gov/crt/about/hce/documents/pricecomp.pdf>; (Exh. B, 12–CR-178 JNE/FL, U.S. Government vs. Oluremi George, i.e. State Employee)

STATEMENT OF FACTS

71. Around or about 2003, according to Attorney General Lori Swanson, John Duffy owner of Duffy Development Company for the Pondview Town Homes received the following loans and tax credits from state and city entities: (City of Woodbury, Washington County Housing and Redevelopment Authority, (“HRA”) Minnesota Housing Finance Agency, (“MHFA”) to construct Pondview Town Homes to be managed by Northstar, where Plaintiff Hunter resides. Below are the amounts for government funding received by Pondview:

<u>Amount</u>	<u>Type</u>	<u>Unit of Government</u>
\$73,287	Loan	City of Woodbury
\$100,000	Loan	Washington Cty. HRA (Collusion)
\$422,105	Loan	Minnesota Housing Finance Agency
\$350,000	Housing Tax Credit	Minnesota Housing Finance Agency

(Exh. 68, Attorney General Lori Swanson, letter dated December 19, 2011);
(Exh. COW100, “City of Woodbury” Loan to Pondview dated 07/15 /03 –
Violation 18 USC 4, License For Coercion & Collusion)

(Exh. WCHRA100, Washington County HRA Loan to Pondview dated
07/15/03)

(Exh. MHFA100, Loan To Pondview dated 07/ 15 /03

Join LinkedIn and access Jeff Von Feldt's full profile.

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- See who you and Jeff Von Feldt know in common
- Get introduced to Jeff Von Feldt
- Contact Jeff Von Feldt directly

View Full Profile

Jeff Von Feldt's Overview

Current	Board of Directors at HousingLink President at Northstar Residential, LLC Development Manager at Duffy Development Company, Inc.
Past	Housing Development Officer, Senior at Minnesota Housing Finance Agency
Education	University of Minnesota-Twin Cities
Connections	52 connections
Websites	Company Website Company Website

JESSE VENTURA, GOVERNOR

Jesse Ventura:

“Well politics in America, the major problem is...**They’ve created a system based on “Complete Bribery”**. Who can you bribe and give the most money

1 to....?" <http://www.jesseventura.com/>(Listen @: "33:20/40:50 Seconds")
 2 **"Exchange of Favors" = Judge Shopping**

3 "Wide Range of conduct" St. Paul benefited from a "**quid pro quo**" **exchange of**
 4 **favours with HUD and the U.S. Department of Justice,** whose top officials were
 5 **eager to avoid** having the Magner vs. Gallagher case heard by the Supreme Court.
 6 **In an apparent** exchange, HUD and the Justice Department declined to join two
 7 lawsuits against St. Paul." (*St. Paul Housing Crackdown under fire, Pioneer*
 8 *Press, Dated November 9, 2012)*

9 72. Each Defendant state and federal government Entities acted as the Top
 10 Official, Top Agent, Top principal, or Top Joint Venturer of, or for, other Top
 11 Defendants with respect to felony acts herein cited, and are in violation, and common
 12 course of conduct within their government offices as alleged by Plaintiff Hunter.

13 J. SAUBER:

14 "If it comes to this, you will be responsible for all court and legal costs and it will
 15 be "**virtually impossible**" for you to find rental housing in the future and you may
 16 "**lose your Section 8 Voucher.**" (Exh. 25, J. Sauber, Bragging/Campaign of
 17 Campaign of Harassment/Threat Letter/Felony)

18 WCHRA, C. SERRANO/Top Officials Gentrification Scheme:

19 "If I do not hear from you, I will assume that you have been evicted and your
 20 Section 8 rental assistance may be terminated effective **December 31, 2011.**"
 21 (Exh. 53, C. Serrano Letter Dec. 8, 2011); (Exh.68, Lori Swanson, Letter \$100K
 22 Loan HRA)

23 "Failure to supply this information could result in 'termination' of your Section 8
 24 Rental assistance." (Exh. 55, Corina Serrano, "Institutionalized Racism Threat")

25 73. Pondview Townhomes is received federal funding to provide housing
 26 assistance to its residents with Disabilities such as Hunter through the use of Promissory
 27 Notes by City of Woodbury, and loans from WCHRA loan, HUD HOME Investment
 28 Partnership Program funds for Low Income Housing Tax Credits (LIHTC).

74. Thirty-five of Pondview's forty rental units are designated as LIHT units.
 Pondview Townhomes are located at 431 Wooduck Place and is a rental unit office

1 within the Pondview Townhomes development. Jenel Sauber, Jane Anderson, Jeffrey
2 Von Feldt's John Duffy, Pondview/Northstar due to case 12-SC-2008MJD/AJB are
3 "precluded" from this current legal action, and are only named to show the nexus
4 of the criminal Racketeering acts by state and federal officials. Furthermore, the
5 Minnesota Department of Human Rights, and U.S. HUD Division are
6 precluded/excluded from this complaint as Defendants.

7 75. Whenever this complaint refers to an act, deed, or transaction, of a
8 corporation entity, the complaint is alleged the corporation or entity engaged in the act,
9 deed or transaction, by or through its top government officers, directors, agents,
10 employees, or representatives while they were actively engaged in the management,
11 direction, control, or transaction of the corporation, or entity business or affairs.

12 76. Plaintiff Ms. Inez Hunter is a disabled 'Senior Citizen' elementary teacher's
13 aide/assistant volunteer working inside a predominately Black at-risk community
14 elementary school, and she is subsequently a tenant at Pondview Townhomes falling
15 within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(h).

16 77. On October 17, 2012, during the Recertification hearing, C. Serrano on
17 behalf of Co-conspirator Supervisor's at WCHRA, and U.S. HUD engaged in "**strong-**
18 **arm Racketeering tactics**". Plaintiff asserts WCHRA Supervisors and Commissioners
19 in consort with former government employee MFHA, Jeff Von Feldts, and Owner of
20 Pondview, at the behest of WCHRA Co-conspirators submitted Tortfeasor Error HIPPA
21 Forms and Tortfeasor Error Investigation Forms to the bereaved Plaintiff.

22 78. The Plaintiff asserts and alleges C. Serrano represented on behalf of
23 WCHRA, Senior Management that Plaintiff Hunter's continuance on the Section 8
24 Voucher program was not contingent upon Hunter executing her name on said forms
25 Tortfeasor Error Forms.

26 79. Plaintiff asserts Senior Management within WCHRA and Commissioner at
27 the behest of St. Paul PHA, and U.S. HUD, Region V Senior Management and
28

1 Commissioner's directed and/or materially instructed C. Serrano to **coerce/fraudulently**
 2 **induce** Hunter into existing her name on Exhibits 600, 601, 602, 603, 604, 605, and 607.

3 80. Plaintiff Hunter asserts and alleges the "Felony Policy and Practice Scheme"
 4 was designed to fraudulently induce predominately minority disabled Plaintiffs' such as
 5 Hunter into executing her/their name of Tortfeasor Error HIPAA and Tortfeasor Error
 6 Investigation forms for the primary purpose carrying out a "Forced Gentrification
 7 Scheme" with malice intent to prohibit Choice Section 8 Holders from maintaining their
 8 Section 8 vouchers inside Washington County in the newly developed Pondview
 9 Townhomes properties, that were paid for by Plaintiff Hunter's tax payer dollars. (Exhs.
 10 300, 301, 302, 303, 304, 600, 602, 602, 603, 604, 605, 607)

11 General Background of Law and Facts

12 81. On October 17, 2012, Plaintiff asserts and alleges C. Serrano and her
 13 Supervisors at WCHRA interfered with Hunter exercising her Fair Housing Act Rights
 14 to redress complaints to the government branch WCHRA. Plaintiff Hunter asserts and
 15 alleges WCHRA Senior Management through C. Serrano attempted to coerce her into
 16 executing her name of "**Tortfeasor Error Medical Records;**" with premeditated intent
 17 to terminate Hunter's Section 8 in violation of HIPPA laws.

18 82. During the Recertification hearing, C. Serrano, at the behest of Co-
 19 Conspirator government employees erroneously represented that the Vulnerable Adults
 20 continuance on Section 8 was not contingent upon her signing the "Tortfeasor Error
 21 "Medical Records Document".

22 83. During said Recertification meeting, C. Serrano represented that the
 23 Pondview/Northstar informed her of a "Verbal Agreement" and/or "Quid Quo Pro"
 24 Deal/favor that allegedly superseded the Court's Order and Transcript for the Caucasian
 25 Defendants; in order to displace the Vulnerable Adult Elementary Tutor from her
 26 Townhome.

27 84. Plaintiff Hunter asserts that she refused to sign the Medical Torfeasor Error
 28 Medical Forms. (Exh. 354, 355, 356, 357, C. Serrano, Obstruction of Justice Email)

85. On November 2, 2012, Plaintiff Hunter asserts Conspirators Pondview/Northstar provided Co-Conspirators WCHRA with a **“key to the front door”** of the building 435 Woodduck Place, Woodbury, Minnesota 55125 in a pattern **“tag-team”** government supported **“Vendetta,”** and placed the **“Federal Offense Vendetta Gentrification Eviction”** and **“Notice to Vacate”** on her front door, of which was designed to **“oppress,” humiliate and “intimate”** the Congressional Disabled Witness.

86. Plaintiff asserts and alleges WCHRA, Supervisor subjected Hunter to an **“existing” “Policy” and “Practice”** of a Forced Gentrification Scheme / Vendetta Eviction for the bereaved parties refusal to execute her name on Torfeassor Error HIPAA and Tortfeassor Error Investigation Forms by WCHRA, with U.S. HUD Region V, logo exhibited on said forms, thus affirming an **“Invasion of Privacy,”** and felony pattern in violation of Minn. Stat. 609.498, 2012.

87. Plaintiff asserts that WCHRA Co-conspirators, attempted to acquire by means of coercion/fraudulent inducement” the plaintiff signature outside the presence of the Court on behalf of Northstar/Pondview/US Post Office/U.S. HUD without an attorney present on October 17, 2012, thus terminating the December 15, 2011 settlement agreement.

88. Plaintiff asserts during court proceeding Attorney Andrea Jepsen wore **“dual hats”** during the December 15, 2011 Court proceedings for WCHRA and SMERLS by intentionally violating the Plaintiff’s material instructions, as SMERLS schemed in a **“pattern”** to disenfranchise and push low-income residents, many of them minorities, such as Inez Hunter out of private dwellings, effectively segregating low-income minorities into depreciated value corners of the city with no **“economic opportunities”**.

J. SAUBER FALSE AFFIDAVIT:

“The Legal Aid Attorney said that in light of the “lease violation,” (“emphasis added”), we would probably “want to non-renew” (“emphasis added”) Ms. Hunter’s lease.....” (Exh: 103, page 8, Number 23 Affidavit of Jenel Sauber)

“She (Attorney Jepsen) told the judge that we would keep the lease the same for another year, that her client would move out on January 31, 2013, and that we

1 would agree that the eviction could be taken off her record or expunged.”
 2 (Exh. D, Court Order Dated Jan. 15, 2011); (Exh. 102, pg. 8, Line 25, J.S.
 3 Affidavit, Dated April 12, 2012) [Violation Rules: 1.2, 1.14, 1.16/DR2-110],
 4 maintaining the integrity of the profession [Rule 8.1 & 8.13/DR 1-101 and DR 1-
 5 103]. (Armstrong & Possley, supra note 1, Jan. 10, 1999)

6 **“RETALIATION / MALICE INTENT,**
 7 **EXTRINSIC FRAUD**

8 “Ms. Hunter produced...to **“ME”**..... showing her son had found “another
 9 address” (“emphasis added”)...in court on December 15, 2011.” (Exh. 102, pg. 9,
 10 line number 31, J. Sauber Fake Notarized Affidavit); (**Retaliation/Freudian Slip**)
 11 ;(Exh. 58, Court Order to be Expunged, dated Dec. 15, 2011);(Exh. CT100,
 12 CT101, CT102, CT103, CT104, CT105, CT106, Court Transcript December 15,
 13 2011)

14 89. Plaintiff asserts, and alleges the City of St. Paul, City of Woodbury,
 15 Washington County, WCHRA, St. Paul PHA actively engaged in and perpetuated
 16 segregation by secretly entering into agreements with SMERLS to disenfranchise and
 17 displace protected classes of people into down-trodden sectors of the city that had not
 18 received newly developed government funding and were farther away from the
 19 commercial districts of economic opportunity.

20 90. On said date, Plaintiff Hunter asserts with her son sitting next to her that
 21 she instructed Andrea Jepsen WCHRA/SMERLS Attorney on three to four separate
 22 occasions not to **“enter”** into any agreement with the Northstar/Pondview that would
 23 “entail” forcing Plaintiff Hunter to move out of her townhome at anytime in the future.

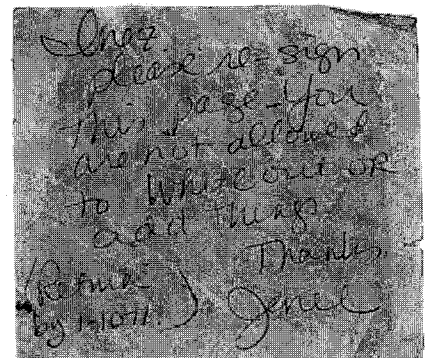
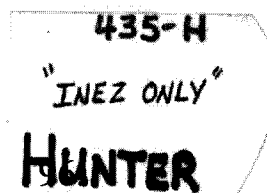
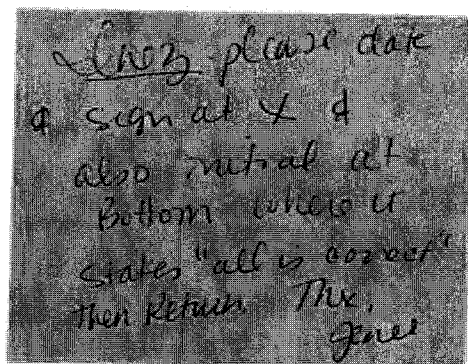
24 91. The Judge’s December 15, 2011 settlement agreement did not give a
 25 **“license”** to the Conspirators or co-conspirators to commit **“4 Felonies Acts”** against
 26 Hunter as a Senior Citizen Disabled Vulnerable Adult on December 16, 2011 or anytime
 27 thereafter. The Judges December 15, 2011 Court order did not bestow upon the
 28 conspirators a **“license”** to Jenel Sauber, Property Manager or Jeff Von Feldts to commit
 or acquiesce to “felony acts” or **Coerce/Fraudulently Induce** Plaintiff to execute her
 name of False Tenant Income Certification Forms. (Exh. CT103, CT104)

92. On December 15, 2011, the Plaintiff Hunter asserts the Judge, Court Order and the transcript did not bestow a **"license"** upon the Northstar/Pondview/WCHRA Senior Management to commit a felony by violating Hunter's First Amendment Constitutional Rights for freedom of speech rights to redress the government or interfere with Hunter's right to enjoy the property or exercise her Fair Housing Act rights.

93. Plaintiff Hunter asserts the WCHRA, St. Paul PHA, City of Woodbury, Washington County Officials, Supervisors, and Commissioners **"Terrorist Felony Threats to Evict"** the Vulnerable Adult Plaintiff violated of Minn.Stat. §609.713, of which reflects an Intentional "pattern" of Invasion of Privacy, stalking, and harassment by the Saint Paul PHA, City of Saint Paul, City of Woodbury.

94. The Plaintiff asserts the December 15, 2011 Settlement is a product Fraudulent Inducement and Coercion.

95. Around or about January 10, 2012, Plaintiff Hunter asserts the Defendant Entities WCHRA, City of Woodbury, Saint Paul PHA and State of Minnesota violated and terminated the December 15, 2011 Court Order by subjecting Plaintiff Hunter **"Racketeering Rental Increase"** of \$955 dollars:



97. On or about 2010, Plaintiff Inez Hunter filed a police report with the Woodbury Police regarding Jenel Sauber, of Pondview management entering her residence without prior notification, on a non-emergency. Furthermore, the lock was broken to the unit by one of Pondview's care-takers.

1 98. Plaintiff Hunter asserts and alleges the private housing discrimination took
 2 place in various forms which included collusion of WCHRA with Pondview/Northstar:
 3 **by Jeff Von Felds unfairly levying additional costs upon Plaintiff Hunter when**
 4 **renting Pondview property.** (*i.e. Complainant 12 year old felony*) *See: Roisman, supra*
 5 *note 9. At 4* (Exh. , Police Report, Jewelry dated 2010)

6 99. Plaintiff asserts Jenel Sauber / Manager Pondview deliberately falsified the
 7 rent price of \$692 for the Tenant's portion verses the actual "Rack Rent Kick Back Price"
 8 of \$707 dollars that Plaintiff is paying and "collusion" Defendant/Co-Conspirator
 9 WCHRA Top Management Officials that ignored the December 15, 2012 Court Order.
 10 Plaintiff Hunter asserts J. Sauber, Pondview submitted to her Defendant Attorney Leah
 11 Janus that "Aided and Abetted" Northstar and the Minnesota Department of Human
 12 Rights who "aided and abetted" with the government "subsidized "**Racketeering Rental**
 13 **Rate"** in the amount of \$955 dollars while advertising more square footage in the same
 14 building for \$920 dollars in violation of Minnesota statute §481.07, 18 USC §1010,
 15 Clayton Act 15 U.S.C. §15(a) and §26, and Section 1 of the Sherman Act 15 U.S.C. §1.
 16 Plaintiff Hunter asserts she currently pays \$955 dollars for less square footage in the
 17 similar situated Townhome Complex that is captured in the picture. (Exh.TIVF110,
 18 Rent/Portion Chart); (Exh.700, 701, Pondview Craigslist Advertisement \$920 dollars for
 19 same complex) ;(Exhs. 450, 451, WCHRA Sanctioned Rent Increase against Judges
 20 December 15, 2011 Court Order); (Exh. WCHRA100, Collusion/Hush Money From
 21 WCHRA); (Exh. 450, Rent Increase \$707 – "Duel Hat" Breach of Court Order 12/15/11,
 22 U.S. Bank Cashier's Check No. 465510231, dated November 5, 2012)

23 100. Plaintiff Hunter asserts Top Officials within WCHRA colluded with
 24 Pondview/Northstar by overcharging her "Racketeering Rate of \$955; while WCHRA
 25 turned a blind eye to Jenel Sauber committing a felony and fraudulently preparing
 26 erroneous accounting journal entries for Exhibit TIVF109, of penal Codes §134, and
 27 §135; including Exhibits 602, 603:
 28

Social Security / Pension	Date	Description
<p data-bbox="483 285 570 317">\$0.00</p> <p data-bbox="412 537 641 663">Exh. TIVF 114 Exh. TIVF 115 Exh. TIVF 101</p>	<p data-bbox="813 285 1073 317">February 1, 2012</p>	<p data-bbox="1211 285 1516 1209">Defendant Jenel Sauber, Pondview Residential prepared a \$0.00 journal entry False Income Verification form while concealing prior years in retaliation for Plaintiff being a witness in the Tenth District Court of Washington County and opposing Northstar illegal policies for annual income in 2011 to be approximately \$18,318.00 for a total of total annual income of \$21,497.00.</p>
<p data-bbox="483 1230 570 1262">\$0.00</p> <p data-bbox="380 1482 609 1514">Exh. TIVF 109</p>	<p data-bbox="813 1230 1073 1262">February 1, 2011</p>	<p data-bbox="1211 1230 1516 1892">Defendant J. Sauber, Pondview Residential prepared a \$0.00 journal entry False Income Verification form while concealing prior years in retaliation for Plaintiff being a witness in the Tenth District Court of Washington County and opposing Northstar illegal policies for total</p>

		annual income in 2011 to be approximately \$20,837.00
Social Security / Pension	Date	Description
\$0.00	February 1, 2010	Defendant J. Sauber, Pondview Residential prepared a \$0.00 journal entry False Income Verification form for SSD in the year 2010 to be approximately \$20,827.00
RSDI: \$18,317.00 Pension \$1,692.00 Annual \$828.00 Exh. TIVF 108	February 1, 2009	Defendant J. Sauber, Pondview Residential prepared a \$19,001.00 journal entry False Income Verification form while concealing prior years in retaliation for Plaintiff being a witness in the Tenth District Court of Washington County and opposing Northstar illegal policies for total annual income in 2008 to be approximately \$20,827.00
SSD \$19,001.00	February 1, 2008	Defendant J. Sauber, Pondview Residential

<p>Exh. TIVF 101</p>		<p>prepared a \$19,001.00 journal entry False Income Verification form while concealing prior years in retaliation for Plaintiff being a witness in the Tenth District Court of Washington County and opposing Northstar illegal policies for total annual income in 2008 to be approximately \$20,827.00</p>
<p>Social Security / Pension</p>	<p>Date</p>	<p>Description</p>
	<p>February 1, 2008</p>	

(Exhs. TIVF100, TIVF102, TIVF103, TIVF104, TIVF105, Jenel Sauber, Willful Acts of Omission, TIVFs, 2007 thru 2012, MDHR, HUD Cover-up)

“J. SAUBER:

“Today our Maintenance Tech and **myself had to enter your unit** to look for a leak.....You must provide proof he is not living there to us no later than Noon on Monday, November 28, 2011 or we will begin the process for eviction.”

“If it comes to this, you will be responsible for all court and legal costs involved and it will be **“virtually impossible” for you to find rental housing in the future and you may lose your Section 8 voucher.**” (Exh. 25, Jenel Saber, Threat/Conspiracy to Terminate Section 8 Voucher 11/22/11)

“As I have stated before you may give notice to vacate if you choose.” (Exh. 25; Jenel Saber, letter dated November 22, 2011)

J. SAUBER/NORTHSTAR FALSE AFFIDAVIT:

1 **“Your Son can have a “100 year old felony” on his record without a new**
 2 **offense, and we according to our “Policy” would not allow him to be a**
 3 **resident at Pondview Townhomes, or any complex owned by Northstar.”**
 4 (Exh. 79, paragraph 3); (Exhs. 84, 85, Asst. Sect. Sandra Henriquez, U.S. Dept. of
 5 Housing & Urban Development. Dated 06/17/11)

6 **“The Legal Aid Attorney said that in light of the “lease violation,” (“emphasis**
 7 **added”), we would probably “want to non-renew” (“emphasis added”) Ms.**
 8 **Hunter’s lease.....”** (Exh. 103, Page 8, Number 23 Affidavit of Jenel Sauber)

9 **CONTRADICTION**

10 **ATTY. ANDREA JEPSEN, SMERLS/WCHRA ATTORNEY:**

11 **“I have never made any admissions regarding a client’s culpability to any**
 12 **opponent in connection with any lawsuit without a client’s permission, and if you**
 13 **have received statements suggesting otherwise, those statements are false.”** (Exh.
 14 99, Atty. Andrea Jepsen, File 59608, Dated 05/13/12)

15 **WILLFUL/RETALIATORY CONCEALMENT OF** 16 **TENANT INCOME VERIFICATION FORMS (“TIVFs”) FROM 2007** 17 **THROUGH 2011 & MR. HUNTER’S APPLICATION**

18 **“I am not ‘clear’ if Ms. Hunter’s is saying she (“emphasis added”) or ‘her**
 19 **son’ (“emphasis added”) is disabled.”** (Exh. 102, pg. 9, Line Number 30, J.
 20 Sauber False Affidavit Prepared by D. Hanbery Attorney dated 04/13/12 to the
 21 MDHR); (Exh. , Concealed Apartment Application for Disability Unit by D.
 22 Hunter, 2011) ;(Exhs. TIVF100, TIVF101, TIVF102, TIVF103, TIVF104,
 23 TIVF105, Jenel Sauber, Will Acts of Omission, TIVFs “SSD Journal Entries”
 24 from 2007 thru 2012); (Violations: 18 U.S.C. §§1001, 1010 and 1812, **18 USC**
 25 **§241** - conspiracy against civil rights, **18 USC §242** – Deprivation of civil rights
 26 under the color)

27 **“She does receive SSI, but I have understood it is a survivor’s benefit.” (Cite:**
 28 **pg. 3, Line Number 8, J.S. Affidavit Freudian Slip);** (Exh. TIVF106, J. Sauber
 Fraud Sticker) ;(Violation: Minnesota, Statute Sec. 609.749 makes certain
 harassing activity a criminal offense); (Exhs. TIVF100, Fraudulent TIVFs)

“I am not clear if Ms. Hunter is saying “she is disabled” or “her son” is disabled.”

1 “I deny that any of the actions **“taken by us”** (“emphasis added”)...” (Exh. 103,
2 **pg. 9, Line Number 31, J.S. Affidavit Freudian Slip**); (“Implication &
3 Conspiracy”)

4 **“Our actions”** (“emphasis added....i.e. John Duffy &”) against Ms. Hunter and
5 **“her son”** (“emphasis added”) were all related to her having an unauthorized
6 person...staying at her townhome from **October 3 until December 1, 2011.**
7 (Exh. 103, Jenel Sauber Affidavit **“Signed Confession”** Affirming Criminal
8 Behavior, pg. 9 line number 31)

9 **NEW JIM CROW/INSTITUTIONALIZED RACISM**

10 **HRA – CORINO SERRANO:**

11 “If you have received this eviction notice due to your violation of your lease you
12 **may lose your Section 8 Rental Assistance.**” (Exh. 53, C. Serrano, Retaliation
13 Letter); (Exhs. 67, 68, Attorney Lori Swanson, \$100,000 HRA Loan); (Exh.
14 **WCHRA100, \$100k Racketeering Hush Money**)

15 “You can attempt to settle this suit out of court....I will assume you have been
16 **“evicted”** (“emphasis added”) and your **Section 8 rental assistance may be**
17 **terminated.**” (Exh. 53, C. Serrano, Threat Letter Section 8 Voucher, dated
18 12/08/11)

19 HRA – C. Serrano: “If I do not hear from you, I will assume that you have been
20 evicted and your Section 8 rental assistance **may be terminated effective Dec. 31,**
21 **2011.**” (Exh. 53, HRA C. Serrano Letter, dated Dec. 8, 2011)

22 **“Forced Gentrification of Disabled Adults from Safe, Descent and Sanitary 23 Government Funded Housing Facilities”**

24 **101.** Plaintiff Hunter asserts Pondview Townhomes was a benefactor of the
25 federal stimulus-funded weatherization money, and instead the bereaved Plaintiff
26 became subject to a Forced Gentrification Scheme by WCHRA via and existing **“policy”**
27 **and “practice”** to prohibit the transfer of Section 8 Choice Voucher holders from being
28 housed in newly developed **“Safe, Descent and Sanitary”** Government Subsidized
Rental Housing in Woodbury. (Exhs. WCHRA100, 350, 351)

WCHRA EMAIL CONFESSION

18 U.S.C. §§2, 3, 4, & 1001

1 "From: CSerrano@wchra.com
2 To: dannezhunter@hotmail.com
3 CC: hunterinez@yahoo.com
4 Subject: RE: Constructive Notice of Court Transcript & Andrea Jepsen
5 Date: Wed, 17 Oct 2012 19:23:59 +0000
6 Dear Mr. Hunter,

7 **"Upon review of the eviction hearing court transcripts it appears I may have**
8 **misspoke when speaking to your mother regarding a possible non-renewal of**
9 **her lease." (Local Federal Rules 26(f), Local Rule 13, Numbers 3, 4, 5, - The**
10 **Case is over based on this statement) ;(Exh. 201, Carina Serrano, WCHRA,**
11 **dated 10/17/12)**

12 (Exh. AMR200, Scared To Death Police Officer Anne M. Rasmusson)
13 (Exh. CRV100, 18 USC 4 – Aiding & Abetting the Commission of Felonies)

14 (Exh. 800, Proof of Service by Kenny Ajedeji on Jenel Sauber/Pondview)

15 (Exh. 801, Proof of Service by Jamie Nelson on John Duffy/Northstar)

16 (Exh. 802, Proof of Service by Jamie Nelson on Jane Anderson)

17 (Exh. 804, Proof of Service by Jamie Nelson on Jeff Von Feldts)

18 (Exh. 803, Proof of Service by Dannez Hunter on Kevin Lindsey - Second
19 Government Obstruction of Justice)

20 (Exh. 803, Proof of Service by Dannez Hunter on Kevin Lindsey - Second
21 Government Obstruction of Justice)

22 (Exh. TIVF115, Jenel Sauber 2nd **Fraudulent Inducement/Coercion** Tenant
23 Income Verification Form - Green Sticker Instruction to sign 2012)

24 (Exh. TIVF114, Jenel Sauber Second **Fraudulent Inducement/Coercion** Tenant
25 Income Verification Form year 2012, and Concealment of year 2009)

26 (Exh. TIVF112, **Inez Hunter "Correction"** of **Fraudulent** Tenant Income
27 Verification Form year 2012)

28 (Exh. TIVF109, Jenel Sauber 1st Fraudulent Tenant Income Verification Form
year 2012, Concealment of year 2009, and "material instructions" to sign
fraudulent forms)

102. Those individuals that were on Energy Assistance for Pondview
Townhomes filled out paperwork for the newly developed Pondview Complex; however,
the Plaintiff Hunter never saw any results after the inspection for weatherization. Instead,
the end units at Pondview Townhomes that were for sale basements were completed.

103. Plaintiff Hunter asserts and alleges the City of Woodbury, Washington County, and WCHRA Executive Directors/Supervisor, City Officials, and Executive Directors under false pretenses procured Federal tax-payer dollars through Community Development Funds/Minnesota Finance Housing Authority and other government Entities to house disabled protected classes at Pondview/Northstar facilities. However, Plaintiff Hunter did not receive or see any benefit from the “subsidized weatherization funds” designated for Pondview Townhomes from tax dollars paid for by the Senior Citizen Plaintiff.

**“FORCED GENTRIFICATION SCHEME”
AGAINST MINORITY DISABLED SENIORS PROTECTED CLASSES IN
GOVERNMENT /TAX-PAYERS ‘SUBSIDIZED’ NEWLY DEVELOPED
WEATHERIZED COMPLEXES**

104. Around or about 2009, Plaintiff Hunter asserts that the State of Minnesota received \$130 million in stimulus-funded “**Weatherization Money**” as the federal government wanted the money spent in less than two years.” The Plaintiff asserts and alleges local Minnesota State Legislatures had to approve spending of the money, and lawmakers misrepresented to the Federal Government that they wanted disadvantaged workers to get some of the jobs. Democrat Ellen Anderson of St. Paul was the chief state Senate author of the weatherization legislation. Plaintiff asserts Anderson acknowledges she's disappointed that so many trainees can't find jobs, of which coincides with the City of St.Paul deliberately not file it's “mandatory” civil rights certification while simultaneously fleecing the government and tax payers for federal dollars.

105. On information and belief, Plaintiff asserts Non-Defendant Anderson has been pressuring Minnesota state agencies for information about low income and minority weatherization “worker hiring”. The Plaintiff asserts Defendant Minnesota State Legislatures hoarded and inequitably distributed federally funded weatherization money predominately to the White Community, in the form of jobs, as minorities did not receive an “**equitable share**” nor did jobs materialize in proportion to our population tax-payer base, thus warranting a Preliminary Injunction on every federal dollar for “any

1 program” that comes into the state of Minnesota due to gross dereliction of duties within
 2 the Minnesota Department of Human Rights, the EEOC, the Minneapolis Department of
 3 Justice who made the “Quid Quo Pro” deals to obstruct African Americans from
 4 litigating in the Federal Courts. .

5 106. Plaintiff asserts and alleges WCHRA, City of Woodbury, the Saint Paul
 6 PHA, City of Saint Paul, City of Woodbury in the County of Washington Senior
 7 Officials, Executive Officers, Executive Directors, and Supervisors through their facially
 8 neutral laws, ordinances, and regulations, administrative policies, (“practices”) related to
 9 low-income housing in the Cities have engaged “**out of the closet**” “**institutionalized**
 10 **systemic discrimination**” denying housing over a 300+ square mile radius or otherwise
 11 disenfranchised minority and/ disabled protected classes to displace Hunter and making
 12 housing un-available over a 300+ square mile radius, thus causing a disparately
 13 impacted or effected” as said “protected class” members in violation of 42 U.S.C.
 14 §3604(a) in violation of the Fair Housing Act (“FHA”):”

15 “HISTRORICAL RECORD”

16
 17 **“FHA became the first federal agency to openly counsel and support**
 18 **segregation for “social control” for the primary purpose of an economic**
 19 **advantage at the expense of minorities.** The FHA operated in a racially
 20 discriminatory manner since its inception in 1937, and set itself up as the
 21 **“Protector of all White neighborhoods,” using its “field agents”** to “keep
 22 African Americans and other minorities from “**buying**” and renting houses in
 23 predominately white neighborhoods,” while oppressing any minority who opposed
 24 the illegal policy.

25 107. In the case now before the Court, WCHRA , Executive Director, Senior Top
 26 Management, Top Officers, and Top Supervisor are recipients of Federal Funding and
 27 has implemented a existing “**Policy**” on behalf of the City of Woodbury in Washington
 28 County at the behest of City Counsel to bar the transfers of Section 8 Choice Vouchers
 disabled senior citizens by strategically targeting Minorities and disabled Protected
 classes to obstruct them from moving into the City of Woodbury into federally

1 subsidized properties at Pondview, while simultaneously tricking the Federal
2 Government into continuing the fund such facilities without certifying compliance with
3 civil rights requirement. Plaintiff asserts, the current "Policy and Existing Practice" of
4 HUD, WCHRA consists of targeting her along with other minority disabled senior
5 citizens, as well as, targeting minority family members due to their familial status of
6 having a disabled family apply for an apartment within the City of Woodbury.

7 108. Plaintiff asserts WCHRA, City of Woodbury in the County of Washington,
8 City of Saint Paul, Public Housing Agency, Dominic Mitchell, and John Gutzman,
9 Minneapolis Department of Justice through "quid quo pro" back-door deals have
10 perpetuated "**Class Warfare**," while hording subsidized government federal dollar for the
11 "**Unfair Business Advantage**" to create a "**Racial Caste System**" for "**Social Control**"
12 and "**Economic Advantage**" that has resulted in "Forced Gentrification Scheme" in
13 Apartheid Minnesota.

14 109. The enforcement of said racially motivated policies and practice of
15 Pondview/Northstar was coordinated at the highest level of Government through the
16 Executive Director of WCHRA, Public Housing Agency, Section 8 Program, HUD, and
17 the Minneapolis Department of Justice operated in consort for the furtherance of
18 Defendants Rack Overcharge Rental Pricing Scheme in Court on December 4, 2012, the
19 Collusion and Rack Pricing Scheme, while concealing that the City of Saint Paul has not
20 filed its (AI Certification) with the Federal government since 2009. All those bearing the
21 greatest responsibility must be held to account for deliberately displacing protected
22 classes between 2009 through present under the badge of bigotry, operating under the
23 color of their office, in violation to the color of law.

24 **Hunter Has Been Harmed By This Intrusion Into her Private Life &**
25 **Racketeering Rental Pricing Scheme**

26 110. The sheer pattern of these intrusions into Plaintiff private life demonstrates
27 that law-enforcement Executive Directors of WCHRA, Supervisor and Officials are
28 unfairly hostile towards Hunter's privacy and have show malice towards her safety.

111. As a result of this “Invasion of Privacy,” coercion and fraudulent inducement by WCHRA Executive Director, Top Supervisors, and Top Officials, Hunter does not feel comfortable going to public places where WCHRA personnel are likely to be around and has lost her sense of freedom including her freedom to travel and enjoy public places.

112. As a result of this “Invasion of Privacy,” where WCHRA served Plaintiff with a Gentrification Eviction and Notice to Vacate for refusal to execute her name on Tortfeasor Error HIPAA Forms and Investigation Forms, she has lost the ability to enjoy the property as a direct result of Pondview employees giving a key to the front door of the complex to place an “Open” “Notice to Vacate” on Hunter’s front door, as the neighbors are now aware of the legal action.

FIRST COUNT OF ACTION

(Against Official, Supervisor, Executive Directors, and Entity Defendants, for violations of Health Portability and Accountability Act of 1996 (“HIPAA”) Pub.L. No. 104-191, 110 Stat. § 1936 as Amended by the Health Information Technology For Economic and Clinical Health (“HITECH”)

113. Plaintiff restates and re-alleges all prior paragraphs on this Complaint

114. Washington County Housing Redevelopment Authority (“WCHRA”), Officials, Executive Director, Top Management Supervisors maintain more than a de minimus interest in the form of a loan, and is a represents business associates of both Pondview Townhomes and Northstar Residential as defined in HIPAA. *See e.g.* 45 C.F.R. §160.103. Because HITECH Section §13401 (42 USC §17931) provides that 45 CFR §164.308, §310, §.312, and §.316 apply to a business associate of a covered entity in the same manner as they would to a covered entity, WCHRA, City of Woodbury in the County of Washington, can be sued under Minn. Stat. §466.01 *et. seq.* under provisions contained within HIPAA as well as applicable civil and criminal penalties.

115. Plaintiff Dannez Hunter pursuant to the “**Second Amendment**” of the United States Constitution; hereby invokes and compels the Federal Court pursuant to the “**Citizen’s Arrest Procedure**” against B. Todd Jones, Assistant Attorney General,

1 Lonnie F. Bryan, Assistant Attorney General, for colluding with Leah Janus and
 2 submitting false, misleading and fraudulent proceedings upon the Court in violation of
 3 18 USC §4, and 18 USC §1001, and requesting a “**quid quo pro**” favor of the Court on
 4 December 20, 2012. Plaintiff invokes civil penalties against Barbara Dacy, Executive
 5 Director, Melissa Taphorn Deputy Executive Director, Melissa Taphorn Deputy
 6 Executive Director, Cornia Serrano Federal Offenses that when they became “aware”
 7 that their business associates took over the flow and passage of the Plaintiff’s incoming
 8 mail in violation of 18 USC 1700, 1701, and 1702, they did not contact Postal Inspectors
 9 or their business associates to prevent injury to John Doe Cancer Patient, thus
 10 constitutional intentional malice.

11 116. WCHRA violated HIPAA and HITECH by attempting to coerce Plaintiff
 12 into executing her name on Tortfeasor Error HIPAA Forms, and failing to comply with
 13 the standards, requirements, and implementation specifications as set forth in HIPAA<
 14 including the following:

15 a. WCHRA deliberately implemented a Forced Gentrification Policy and
 16 Procedure by attempting to coerce Plaintiff into executing her name of said
 17 HIPPA Forms to prevent the transfer of Section 8 Choice Voucher holders into the
 18 City of Woodbury located in Washington County, while simultaneously fleecing
 19 the government for more federal funding. To wit, WCHRA colluded to further the
 20 ban of Plaintiff entering housing over a 300+ plus square mile radius while failing
 21 to implement policies and procedures to prevent, detect, contain, and correct
 22 violations of 45 C.F.R. §164.308(a)(1))

23 b. WCHRA failed to implement policies and procedures to ensure that
 24 disabled plaintiff’s such as Hunter that protected classes medical privacy rights
 25 would not be violated by government entities or third parties who do not have
 26 authorized access from obtaining access to electronic protected health information
 27 in violation of 45 C.F.R. § 164.308(a)(3-4)
 28

1 c. WCHRA Executive Director, Officials, and Supervisors perpetuated
2 “institutionalized racism” by training Corona Serrano to “aid and abet” its
3 business associates in 12-SC-2008MJD/AJB in an attempt to coerce Plaintiff into
4 executing her name of Tortfeasor Error HIPPA Forms outside the presence of a
5 Judge for the evil purpose of violating §422.6 et seq. - Civil Rights Injury, and 45
6 C.F.R. §164.308(a) (5).

7 d. WCHRA Defendant Entities Executive Directors and Supervisors knew or
8 should have known of this “Invasion of Privacy” violation and other unlawful,
9 improper, unjustified, and impressible access to private information by WCHRA
10 personnel.

11 e. WCHRA, City of Woodbury in Washington County, and City of Saint Paul
12 in the State of Minnesota, Minneapolis Department of Justice, and Minnesota
13 Attorney General failed to identify and respond to suspected or known security
14 incidents and deliberately failed to mitigate, to the extent practicable, harmful
15 effects of security incidents that were known to them in violation of C.F.R. §
16 164.308(a) (6), §422.6 *et. seq.*, §422.7 - Intimidation Civil Rights, §422.9 -
17 Punishment for Civil Rights, and 45 C.F.R. §164.308(a) (6).

18 f. WCHRA Executive Director made it a felony policy and practice by its
19 procedure to coerce Plaintiff into executing her name of Tortfeasor Error Forms
20 and failed prevent employees from taking retaliatory action for refusal to execute
21 said forms intended for electronic information systems in violation of 45 C.F.R.
22 §164.310(a)(1).

23 g. WCHRA, City of Woodbury in Washington County, City of Saint Paul in
24 the State of Minnesota, Executive Directors, Top Officials, and Supervisors
25 intentionally failed to implement policies to prevent abuse their powers and
26 authority, under the color of government offices pertaining to medical information
27 from being accessed only to those persons delegated authority to grant such access
28 in violation of 45 CFR §164.312(a) (1).

1 h. The prevalence of this custom, lack of monitoring regarding these access
2 practices and the failure to take action to stop or prevent these practices,
3 demonstrate the state of mind of Defendant Entities and Supervisors an municipal
4 officials of the Entity Defendants. The customs and practices by the Minneapolis
5 Department of Justice and “quid quo pro” under the table favor/deals further
6 perpetuated Caucasian business associates into the false belief that they did not
7 have to be accountable to African-Americans in a Court of law. The collusion acts
8 by the Mpls. DOJ perpetuated and demonstrated deliberate indifference to the
9 federal statutory and constitutional rights of the citizens and persons, including
10 Plaintiff; whereby, WCHRA served the Plaintiff with a Vendetta Gentrification
11 Eviction and Notice to Vacate.

12 i. WCHRA, City of Woodbury in Washington County, City of Saint Paul in
13 the State of Minnesota, Executive Directors, Top Officials, and Supervisors
14 intentionally failed to implement reasonable and appropriate policies and
15 procedures to comply with the standards, implementation specifications, or other
16 requirements of the Part §164, Subpart C in violation of 45 C.F.R. §164.316.

17 j. Defendant Entities liability is due to their actual and constructive
18 knowledge of this practice, and their deliberate failure to curb such behavior, or
19 institute any process for monitoring and preventing it and their deliberate
20 indifference to the federal rights of those persons, including Plaintiff, who
21 continues to be pursued by the Minneapolis Department of Justice filing a
22 **“Response on behalf of Pondview/Northstar to Deny Plaintiff Preliminary**
23 **Injunction”** to prevent the its associates from Evicting the Senior Citizen during
24 winter months in violation of the Cold Weather Act, thus warranting civil and
25 **“criminal penalties”**. (“emphasis added”)

26 117. The Elementary Teacher Hunter has reason to believe that the interest of
27 Minnesota residents are threatened and have adversely impacted, affected minority
28 protected classes by all of the above violations that have been concealed from the

1 Federal government while the City of Saint Paul is in non-compliance with filing its'
 2 annual civil rights certification while Conspirators seize and displace minorities from
 3 newly developed housing complexes. (Exhs. 600, 601, 602, 603, 604, 605, 607)

4 **SECOND COUNT OF ACTION**
 5 **MINNESOTA HEALTH RECORDS ACT,**
 6 **INVASION OF PRIVACY**

7 *(Against All Defendant Entities, Officials, Supervisors, Executive Directors, and Entity*
 8 *Defendants)*

9 118. Plaintiff restates and re-alleges all prior paragraphs of this Complaint.

10 119. The Minnesota health Records Act, Minn. Stat. § 144.291 *et. seq.* applies to
 11 the release of health records in Minnesota. It prohibits providers or any *person who*
 12 *receives health records from a provider*, from releasing health unless there is:

- 13 1) a signed and dated consent from the patient or the patient's legally
 14 authorized representative authorizing the release; (2) specific authorization
 15 in law; or (3) a representative from the provider that holds a signed and
 16 dated consent from the patient is authorizing the release.

17 Minn. Stat. §144.293, subd. 2(2010) (emphasis added). The patients consent is
 18 valid for one year unless a different time is specified in the consent or is provided
 19 by law. *Id.*, subd. 4

20 120. On October 17, 2012, WCHRA. Corina Serrano at 321 Braodway Ave.,
 21 Saint Paul Park, Minnesota, 55071 at around 11:00 a.m., C. Serrano as an extension of
 22 WCHRA Discriminator Policy to prohibit Section 8 Choice Voucher Holders from
 23 transferring their vouchers into Washington County, Serrano attempted to Coerce Hunter
 24 into executing her name of Tortfeasor Error Forms in exchange from maintaining
 25 residency in Washington County as a part of the Forced Gentrification Scheme. Plaintiff
 26 Hunter asserts WCHRA coercion demand for her Medical Records became an Invasion
 27 of Privacy, (a) "an intrusion," (b) that was highly "offensive"; and (c) viewed as an
 28 oppressive tactics into some matter in which Hunter has a legitimate expectation of

1 privacy.” This intentional Invasion of Privacy WCHRA was an extension of their Policy
 2 to ban Choice Voucher holders from maintaining their voucher’s in Washington County.

3 121. On November 2, 2012, Defendant Entity WCHRA, Cornia Serrano at the
 4 behest of Barbara Dacy, Executive Director, Melissa Taphorn, Deputy Executive
 5 Director, top officials attempted to coerce the Plaintiff into executing her name of
 6 Tortfeasor HIPPA forms, and thereafter Serrano acquired a key to personally hand
 7 deliver and place an open “Forced Gentrification Eviction Envelope” and “Notice to
 8 Vacate” on the Plaintiff’s front door on behalf of City of Woodbury Top Officials, and
 9 County of Washington

10 122. WCHRA had an obligation to not degrade the personality of the victim or
 11 diminishes the victim’s physical or mental capacity, as well as, causes physical pain or
 12 psychological damage” in violation of 1949 Geneva Conventions or their 1977
 13 Additional Protocols. However, the Minneapolis Department of Lonnie F. Byran
 14 Assistant Attorney on December 4, 2012, went into Court and attempted to Defend
 15 WCHRA, and the City of Woodbury while being “aware” that WCHRA attempted to
 16 acquire plaintiff’s signature on Tortfeasor Error HIPPA Medical Health Records outside
 17 the presence of a judge in violation of Minn. Stat. §144.293, subd. 2.

18 123. “The doctor-patient relationship is predicated on trust. Patients have the
 19 right to confidentiality of their medical records and to expect that their medical
 20 information will not be released without their consent. Patient confidentiality is
 21 important to encourage a full and frank exchange of information between patients and
 22 their doctors. Patients also have the right to make informed choices about their health
 23 care (e.g. to give their informed consent”) and to “**withhold consent**” (“**emphasis**
 24 **added**”) (i.e. Inez Hunter) following a full and frank exchange of information between
 25 the patient and doctor. Simply put, if patients have to be concerned about the
 26 dissemination of their medical information, they will not get treatment. (*State of*
 27 *Minnesota, Attorney General Lori Swanson vs. Accretive Health, Inc.* Case No. 12-cv
 28 145 RHK/JJK). (*Inez Hunter vs. HealthPartners*, 395-cv-1009 RHK/FLM - HIPAA

1 **Winning Case)** The sequence of this to both patients and the “state” (“emphasis
 2 **added**”) as a whole is obvious as it relates to conditions like communicable diseases,
 3 “mental health” (“emphasis added”) or management of chronic conditions.” (i.e.
 4 “Invasion of Privacy” Plaintiff Mail 18 USC §§1700, 1701, 1702, and 18 USC §4)

5 124. “These concepts have been part of the doctor-patient relationship for
 6 thousands of years. Over 2,500 years ago, the early Hippocratic Oath for physicians
 7 provided: “All that may come to my knowledge in the exercise of my profession...I will
 8 keep secret and will never reveal.” “Today, the modern Code of Ethics of the American
 9 Medical Association requires physicians to “maintain your patient’s confidentiality” and
 10 to “respect your patient’s right to choose their doctor freely, to accept or reject advice
 11 and to make their own decisions about treatment or procedures.” These concepts are
 12 reflected as a matter of state law and policy in the Minnesota Health Records Act, Minn.
 13 Stat. §144.291. *et. seq., supra*, which restrict the release of health records in Minnesota
 14 and which prohibits providers *and persons who receive health records from providers*
 15 from releasing health records without the patients’ informed consent. The concepts are
 16 also reflected as a matter of state law and policy in the Minnesota Health Care Patient
 17 Bill of Rights, Minn. Stat. §144.651, which gives patients the right to: (1) have
 18 appropriate medical care based on their individual needs; (2) to know the identity of the
 19 physician who is responsible for coordination of their care; (3) to know the identity of
 20 outside providers; (4) to have complete information regarding diagnosis, treatment,
 21 alternatives, risk and prognosis; (5) to be respected; and (6) to have their medical records
 22 kept private and confidential.” (*Inez Hunter vs. HealthPartners*)

23
 24 “The Minnesota Supreme Court has said this about the right to privacy:

25 The right to privacy is an integral part of our humanity; one has a public persona,
 26 exposed and active, and personal persona, guarded and preserved. The heart of our
 27 liberty is choosing which part of our lives shall become public and which parts we
 28 shall hold close.”

129. On October 17, 2012, Plaintiff assert and alleges Washington County Housing and Redevelopment Authority, (“WCHRA”) Barbara Dacy, Executive Director, Melissa Taphorn Deputy Executive Director, Melissa Taphorn Deputy Executive Director acquiesced to Cornia Serrano, Rental Assistance Specialist at 321 Braodway Ave., Saint Paul Park, Minnesota, 55071 at around 11:00 a.m., on behalf of Al Hester, Saint Paul PHA, Housing Policy Director, Dominic Mitchell Saint Paul PHA, Section 8 Program manager through acts of acquiescence or directly trained as a agency, supervised, or materially instructed Cornia Serrano to **“coerce/fraudulently induce”** and intimidate bereaved Hunter into executing her name on Tortfeassor Error HIPAA Medical Forms and Tortfeassor Error Investigation forms. In doing so, Defendant Entities have established a **“Federal Offense practice and policy”** that is “adversely impacting” minority protected classes of people who are being selectively targeted as minorities classes to force their release of HIPAA medical records as a “condition” of obtaining or maintaining Section 8 Housing. The premeditated wanton malice intent of Defendant Government Entities to **“abuse the usage of HIPAA Medical Information”** are evidenced by said WCHRA sanctioning their “business associates” to block/obstruct federal mail for Chemo Therapy Treatments over a 6 month period with intent to cause great bodily in the furtherance of Washington County’s **Felony Policy and Practice** to prohibit the transfer of minorities with disability or pre-existing condition of disability from entering into or maintaining residence in the City of Woodbury and Washington County, all will requesting and **“Fleecing or Gouging Federal Government for more Funding”** as Saint Paul PHA has deliberately failed to file it’s annual (“AI”) reports for civil rights Federal mandate Certification.

130. On November 2, 2012, WCHRA, City of Woodbury in the County of Washington, Corona Serrano, City of Saint Paul, Executive Directors, officers, and City Officials, committed Federal Felony Offenses by acquiring a key to the front door of 435 Woodduck Place, Woodbury Minnesota 55125 around or about 12:00 high noon, for the building complex and personally **“hand-delivering”** a **“Vendetta Forced**

1 **Gentrification Eviction”** and **“Notice to Vacate”** in the bereaved Plaintiff front door,
 2 on behalf of its business associates, thus constituting **“Collusion”** **between**
 3 Pondview/Northstar and WCH RA in violation of §481.07 and PENAL CODE §175,
 4 when Duress by Threat Makes a Contract Voidable:

5 (1) If a party's manifestation of assent is induced by an improper threat by the
 6 other party that leaves the victim no reasonable alternative, the contract is
 7 voidable by the victim; (2) If a party's manifestation of assent is induced by one
 8 who is not a party to the transaction, the contract is voidable **“by the victim”.....”**
 9 (Exhs. TIVF109, 300, 301, 302, 303, 304, 350, 351, 600, 601, 602, 603, 604, 605,
 10 607, CT100, CT101, CT102, CT103, CT104, CT105)

11 a. Improper threat.....Courts originally restricted duress to threats involving loss of
 12 life, mayhem or imprisonment, but these restrictions have been greatly relaxed and,
 13 in order to constitute duress, the threat need only be improper within the rule
 14 stated in §176.

15 b. No reasonable alternative. A threat, even if improper, does not amount to duress
 16 if the victim has a reasonable alternative to succumbing and fails to take
 17 advantage of it. It is sometimes said that the threat must arouse such fear as
 18 precludes a party from exercising free will and judgment or that it must be such as
 19 would induce assent on the part of a brave man or a man of ordinary firmness. The
 20 rule stated in this Section omits any such requirement because of its vagueness
 and impracticability. It is enough if the threat actually induces assent (see
 Comment c) on the part of one who has no reasonable alternative....

21 131. The standard is a practical one under which account must be taken of the
 22 exigencies in which the victim finds himself, and the mere availability of a legal remedy
 23 is not controlling if it will not afford effective relief to one in the victim's
 24 circumstances....

25 c. Subjective test of inducement. In order to constitute duress, the improper threat
 26 must induce the making of the contract....A party's manifestation of assent is
 27 induced by duress if the duress substantially contributes to his decision to manifest
 28 his assent. The test is subjective and the question is, did the threat actually induce
 assent on the part of the person claiming to be the victim of duress.

1 132. On December 4, 2012, Plaintiff went to a rule Federal Rule 26 hearing in
 2 case 12-SC-2008MJD and Magistrate Boylan “materially instructed” the Minneapolis
 3 Department of Justice, Lonnie F. Bryan and Defendant Leah C. Janus to quote on quote,
 4 **“Get together and File More Sooner than Later, and File a Motion to Dismiss.”** In
 5 the interim, Magistrate Boylan due to another **“quid quo pro favor”** obstructed Plaintiff
 6 from acquiring access to her legal file to litigate the case like a normal attorney. Plaintiff
 7 asserts and alleges the Minneapolis Dept. of Justice hired a cyber-hacking unit to create a
 8 folder on her flash-drive called **“Prosecutorial Immunity”**, in front of Witness Dannez
 9 Hunter, and then when the file was deleted the switcheroo occurred and deleted the
 10 “Forced Gentrification Folder” with all of the Plaintiff’s legal work in violation of *The*
 11 *California Public Employees’ Retirement System “Calpers” vs. UnitedHealth*, Case No.
 12 06-CV-2939, U.S. Dist. Crt. MN, June 2008)

13 133. Plaintiff Hunter asserts the oppressive acts sufficed to induce assent. With
 14 calculated intent the Defendant Entities Mpls. DOJ and Leah C. Janus took into account
 15 Hunter’s age, background and relationship of the parties. The Plaintiff asserts and alleges
 16 the Attorney General of the State of Minnesota willfully acquiesced and turned a blind
 17 eye to the strong arm Racketeering tactics.

18 134. Plaintiff Hunter asserts Defendant Entities WCHRA and City of Woodbury
 19 are formal or informal, [is] an entity separate and apart that willfully engaged in
 20 complicit acts in the furtherance of the Collusion Forced Gentrification Scheme, and
 21 WCHRA and City of Woodbury receives income for perpetuating the Federal Offense
 22 Scheme. (Exh. WCHRA100); (Exh. COW100)

23 135. The Plaintiff asserts and alleges the Defendants Mpls. DOJ malice
 24 forethought to deceive the Federal court or a party to an action 12-SC-2008MJD/AJB or
 25 judicial proceeding by requesting the Court not entertain the Preliminary Injunction, all
 26 while concealing Shaun Donovan, Secretary of U.S. HUD June 17, 2011 Policy Letter,
 27 and are guilty of the Federal offense of 18 U.S.C. §1505 and shall be held liable to the
 28 party injured in treble damages. The Mpls. DOJ and Leah Janus Attorney “aided the

1 abetted” their clients and WCHRA business associates in the commission of Federal
 2 Felony Offenses and violations of §176. **WHEN A THREAT IS IMPROPER:**

- 3
 4 (1) A threat is improper if (a) what is threatened is a crime or a tort, or the threat
 5 itself would be a crime or a tort if it resulted in obtaining property, (b) what is
 6 threatened is a criminal prosecution, (c) what is threatened is the use of civil
 7 process and the threat is made in bad faith, or (d) the threat is a breach of the
 8 duty of good faith and fair dealing under a contract with the recipient.
- 9 (2) A threat is improper if the resulting exchange is not on fair terms, and
 10 (a) the threatened act would harm the recipient and would not significantly
 11 benefit the party making the threat, or (c) what is threatened is otherwise a use
 12 of power for illegitimate ends.(Exhs. 67, 68, Attorney General Lori Swanson
 13 Letter Acknowledging \$100,000 dollar Loan to Pondview); (Exh. 53, HRA/C.
 14 Serrano First Threatening Letter to Terminator Section 8 Voucher); (Exh. 55,
 15 HRA/C. Serrano Second Threatening Letter to Terminate Section 8 Voucher);
 16 (Exh. WCHRA100)

17 **136.** The Washington County HRA Forced Gentrification Pattern reflects two or
 18 more acts within a 10 year period. The Government Entities carried out the practice by
 19 aiding and abetting business associates, partners, partnerships, corporations,, DBAs, or
 20 their legal entities, or group of individuals with implementing such a Vendetta
 21 Gentrification Scheme and must be held to account for treble damages pursuant to
 22 Minnesota Statute §481.07.

23 **137.** Plaintiff Hunter asserts Defendant Entities, WCHRA Executive Directors,
 24 Commissioners willful Gentrification Scheme was both the “but for” and proximate
 25 cause of a “concrete financial injury”.

26 **FOURTH COUNT OF ACTION**
 27 **CARTWRIGHT ACT**
 28 *(Against All Defendant Entities)*

1 **138.** Plaintiff hereby incorporates each preceding and succeeding paragraph as
2 though fully set forth herein:

3 **139.** Defendant Entities WCHRA intentionally violated the Judges Court Order
4 dated December 15, 2011, and engaged in Rack Rental Price Fixing Rates and *per se*
5 violations of the Cartwright Act.

6 **140.** It is unlawful to make, print, or publish, or cause to be made, printed, or
7 published any notice, statement, or advertisement, with respect to the sale or rental of a
8 dwelling unit that indicates any preference, limitation, or discrimination based on race,
9 color, religion, sex, handicap," 1 familial status, or national origin, or an intention to
10 make any such preference, limitation or discrimination. 42 U.S.C. §3604(c).

11 **FIFTH COUNT OF ACTION**
12 **MINNESOTA FALSE ADVERSING LAW**

13 *(Against Official, Supervisor, Executive Directors, and Entity Defendants)*

14 **141.** Plaintiff hereby incorporates each preceding and succeeding paragraph as
15 though fully set forth herein:

16 **142.** This count is asserted against Defendant Entities WCHRA, and City of
17 Woodbury in Washington County, the City of Saint Paul, and Public Housing Authority,
18 Section 8 Division Executive Directors, Top Officials, Top Supervisors, and Top
19 Management in the State of Minnesota

20 **143.** The Consumer Legal Remedies Act, Civil Code Section 1750 *et. seq.*
21 hereinafter ("CLRA") was designed and enacted to protect consumers from unfair and
22 deceptive business practices. To this end, the CLRA sets forth a list of unfair and
23 deceptive business practices. To this end, the CLRA sets forth a list of unfair and
24 deceptive acts and practices in civil code section §1770.

25 **144.** The CLRA applies to Defendant Entities actions and conduct described
26 herein because it extends to the rental property defined under the Fair Housing Act for
27 personal, family, or household use.
28

1 145. At all times relevant, Plaintiff Hunter and members of class is a resident
2 being overcharged rent as a “consumer” as that term is defined in Civil Code Section
3 §1761(d).

4 146. The transaction from which this action arises include Rack Transactions
5 involving the renting of property that was advertised on Craigslist for personal, family,
6 or household purposes within the meaning of Civil Code §1761.

7 147. Each of the Defendant Entities represented that Plaintiff Hunter was not
8 paying above and beyond the “Advertised “Ceiling Market Rental Rate of \$920” for 435
9 Woodduck Place , Woodbury Minnesota, when in fact Hunter is paying \$955 in violation
10 of the Court December 15, 2012 Order. Between November and December of 2012,
11 business associates of WCHRA placed two advertisements on Craigslist above and
12 beyond the amount that Hunter is currently paying for less square footage in the same
13 exact building.

14 148. Jenel Sauber has made a Freudian slip and admitted that she would tell the
15 truth about the amount of rent that Plaintiff is currently paying.

16 149. Plaintiff Hunter is being gouged for rent as a part of the Vendetta
17 Gentrification Scheme to evict Plaintiff Hunter from refusal to execute her name of
18 Tortfeasor Error HIPPA Forms in exchange for residing at the property, thus warranting
19 civil and “**criminal penalties**” (“emphasis added”).

20 150. Plaintiff Hunter was egregiously injured by WCHRA violating the Judges
21 Court Order of December 15, 2011, as well as, acquiescing to its business associates
22 committing Federal Felony Offenses of **18 U.S.C. §1700 – Taken Charge of Mail, 18**
23 **U.S.C. §1701 – Obstruction of Mail, and 18 U.S.C. §1702 – Obstruction of**
24 **Correspondence, and 18 U.S.C. §1703 – Delay of Mail, and 24 C.F.R. § (c) (5), and**
25 **18 USC §4.**

26 151. It shall be unlawful to discriminate in the rental of or sale or to
27 otherwise make unavailable or deny, a dwelling to any buyer or renter because of a
28 disability and age of the Plaintiff Renter. 42 U.S.C. § 3604(f) (1) (A).

152. It is unlawful to discriminate against any person in the conditions, terms, or privileges of rental at said dwelling, or in the provision of facilities or services in pertaining to the dwelling because of a disability and refusing to execute her name of Tortfeasor Error HIPPA Forms. 42 U.S.C. §3604(f) (2) (A).

153. The Act, at 42 U.S.C. § 3602(h), defines "handicap as "(1) a physical or mental impairment which substantially limits one or more of such persons' major life actions (2) A record of having such an impairment, or (3) being regarded as having such an impairment.

154. Defendant Entities are prohibited from discriminating against disabled senior citizen individuals such as Hunter under the Act when they are "aware" the disability does substantially impair a major life activity in violation of 24 C.F.R. §100.201(d) (2011).

155. Major life activities, include but are not limited to, "functions such as **caring for oneself**, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working." 24 C.F.R. § 100.201(b) (2011).

FIFTH COUNT OF ACTION

Fair Housing Act and the

Fair Housing Amendments Act

42 U.S. Code §§ 3601-3619 *et. seq.*, 3631 *et. seq.*,

42 U.S.C. § 3602 *et. seq.*; U.S.C. § 3604 *et. seq.*

"Retaliatory Class, Disability, Age, Familial Status Discrimination"

(Against All Defendant Entities, Official, Supervisor, Executive Directors, and Entity Defendants)

156. Plaintiff's Hunter hereby incorporates each preceding and succeeding paragraph as though fully set forth herein:

157. The Fair Housing Act ("FHA") 42 U.S.C. 3601 *et. seq.*, makes it unlawful for WCHRA, City of Woodbury in the County of Washington, City of Saint Paul in the State of Minnesota, the Mpls Dept. of Justice and the Minnesota Attorney General to acquiescence to a Forced Gentrification Scheme:

1 (a) [t]o refuse to sell or rent after the making of a bona fide offer, or to refuse to
2 negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to
3 any person because of race, color, religion, sex, familial status, or national origin. (b) To
4 discrimination against any person in the terms, conditions, or privileges of sale or rental
5 of a dwelling, or in the provisions of service or facilities in connection therewith,
6 because of disability, color, religion, sex, familial status, or national origin in
7 contravention to 3604(a),(b). The FHA also prohibits discrimination on the basis of
8 disability 3604(f)(1-3)

9 158. Plaintiff Dannez Hunter asserts and alleges Defendant Entities treated his
10 differently and targeted his mother by Lonnie F. Bryan, Mpls D.O.J. making statements
11 to force plaintiff mother Inez Hunter into a Shelter and to ban them from entering into
12 housing over a 300+ square mile radius due to discrimination based on disability, class
13 and familial status. The discriminatory pattern, practices, and policies by Minnesota
14 State officials, City of Saint Paul, City of Woodbury adversely impacted the Hunter
15 family with premeditated / calculated intent to stifle competition from Dannez Hunter.

16 159. Plaintiff Inez Hunter suffers from ruptured disks in lower back, and several
17 knees surgeries on both knees, and has a disabled pursuant to FHA definition, as
18 "handicap", which includes physical or mental impairment that substantially limits major
19 life activities and Hunter has record of such impairments; and is a person who is
20 regarded as having such an impairment. (Fair Housing Act - §3602(h)); (Americans With
21 Disabilities Act) The several knee surgeries and ruptured disks in her back substantially
22 limits her ability and daily function in life, from a sitting position to a raise position, as
23 well as, walking up a flight of steps or even maintaining her balance.

24 160. Plaintiff Hunter asserts and alleges Defendant Entities Mpls. DOJ, WCHRA,
25 City of Woodbury, City of Saint Paul, County of Washington, State of Minnesota,
26 Minnesota Attorney General treated her differently by stating Hunter should apply to a
27 shelter as an African American while White families with ex-offenders were capped at
28 the ceiling of 3 years.

1 161. Plaintiff Hunter asserts Defendant Entities treated her different by refusing
2 to [make certain accommodations] like the have done for Whites under Shaun
3 Dononvan's 3 year maximum policy to prohibit ex-offenders from entering into housing.

4 162. Defendants Entities WCHRA, City of Woodbury in Washington County,
5 Public Housing Authority of Saint Paul, Section 8 Division in the State of Minnesota,
6 Executive Directors, Top Officials, Senior Management, City Officials, Top Officer
7 retaliated on behalf of their "business associates" against Plaintiff Hunter. Said
8 Defendant Entities committed affirmative federal offenses in the furtherance of the
9 conspiracy of the Rack Rental Gouging Price Scheme, and to serve the Plaintiff with a
10 Vendetta Forced Gentrification Eviction and Notice to Vacate, in retaliation for
11 Plaintiff's refusal to execute her name of Tortfeasor Error HIPPA Medical Forms and
12 Tortfeasor Error Investigation Forms.

13 163. Plaintiff asserts on December 4, 2012, at the Court Hearing the Minneapolis
14 Department of Justice, Lonnie F. Bryan on behalf of B. Todd Jones, Assistant Attorney
15 General collude with Leah C. Janus, and WCHRA in a "Quid Quo Pro Deal/Favor" on
16 behalf of its business associates, and moved in Court according the "material instructions"
17 of Magistrate Boylan, to quote on quote "**More Sooner than Later to File A Motion**
18 **To Dismiss**" the Plaintiff's Fair Housing Act Rights Claims.

19 164. On December 20, 2012, Plaintiff Hunter asserts and alleges due to a "Quid
20 Quo Pro" deal/favor the Minneapolis Department of Justice submitted false, misleading
21 and fraudulent pleadings upon that were designed to dissuade the Federal Court into a
22 Fraudulent ruling.

23 165. Defendant Entities violated the *Pinkerton Doctrine*, and entered an
24 agreement to commit Federal Offense crimes which are a prerequisite for liability. If
25 such an agreement exists, anyone who joins is liable for offenses (*i.e. Mpls. Dept. of*
26 *Justice & Leah C. Janus*) as the other Defendant Entities committed the felony offense to
27 advance the objectives of their Rack Rental Agreement. Agreeing to the commission of
28 certain crimes triggered in this case liability. It is not necessary to commit an affirmative

act to advance the goals of the conspiracy. Complicity differs in two respects. First, one can "aid and abet" the commission of a crime without entering into an agreement to do so.

166. Plaintiff Hunter asserts Defendant Entities in the furtherance of the criminal venture, committed two affirmative act intended to further the commission of a substantive offense, which included coercing Plaintiff to execute her name of Tortfeasor Error HIPAA Medical Forms as a condition of maintaining residency in the City of Woodbury in Washington County. On December 20, 2012 ion the furtherance of the Vendetta Gentrification Scheme B. Todd Jones Wrote made the following "quid quo pro" request of a favor upon the Feral Court and admission to the Forced Gentrification Scheme:

THE COURT:

"Essentially in "every major respect" ("emphasis added") the "lease" ("emphasis added") will the same? (Exh. CT 103, pg. 4, lines 8-9); (Exh. 125, Rent Increase, C. Serrano, HRA, dated 1/5/12)

FEDERAL FELONY OFFENSES

B. Todd Jones, Assistant Attorney General:

"The issue is not appropriate for a court of law. But assistance is available elsewhere. Washington County Housing and Redevelopment Authority provides such services www.shelterlistings.org.

Shaun Donovan, Secretary U.S. HUD:

"PHAs must also prohibit admission of an applicant for "3 years" from the date of eviction if a household member has been evicted from the federal assistant housing for drug related crime activity." (Exh. 85, Shaun Donovan, U.S. Dept. of Housing and Urban Development 06/17/11)

**"GOVERNMENT SPONSORED
FORCED GENTRIFICATION & INSTITIONALIZED RACISM"**

Jenel Saber:

"It will be virtually impossible for you to find rental housing in the future."
(Exh. 25, J. Sauber, Pondview, Threats)

1 167. For 25 years, the Minneapolis and Saint Paul prosecutors have engaged in a
2 War on Drugs that locked up 3 generations of African Americans for crack cocaine
3 verses pure cocaine. The end result is African American received the felonies while
4 Caucasians received the misdemeanors for the same offense. As both groups were
5 released to the streets African Americans are being denied housing while Caucasians
6 with the same felony offense are being granted housing because of the designation of a
7 misdemeanor. Plaintiff Hunter did not have a drug offense.

8 168. Plaintiff Dannez Hunter asserts and alleges the Minneapolis Department of
9 Justice, Lonnie F. Bryan, B. Todd Jones, and Lori Swanson, Minnesota Attorney
10 General “targeted” his mother while “**aiding and abetting**” business associates with
11 carrying-out federal offense of a “Forced Gentrification Scheme” designed to eliminate
12 minority competition by unequally applying the application of Policies and Practices to
13 the benefit of Caucasian verses African American pertaining to Shaun Donovan’s June
14 17, 2011 Policy of a 3 year celling cap to prohibit ex-felons from entering into housing.
15 Plaintiff Hunter asserts the Minneapolis.

16 169. Defendant Entities Lonnie F. Bryan, and B. Todd Jones, Minneapolis
17 Department of Justice and Lori Swanson, Minnesota Attorney General knew or should
18 have known when the Minneapolis Department of Justice submitted fraudulent pleadings
19 upon the court to deny plaintiff’s Preliminary Injunction that there existed Shaun
20 Donvan’s June 17, 2011 Policy with a 3 year cap celling to prohibit ex-felons from
21 living in government funded housing, and the arbitrary actions taken against Hunter
22 reflected a “premeditated pattern” to unequally apply the application of law for African
23 Americans verses Caucasian, and the Minneapolis Department of Justice have
24 committed Federal Offenses by submitting and Opposition regarding Plaintiff’s
25 Preliminary Injunction while concealing Shaun Donovan’s June 17, 2011 Policy.

26 170. Plaintiff asserts Pinkerton recognizes affiliative liability where an individual
27 is deemed to have committed a substantive offense even though that person was not
28 present at its commission and did not physically consummate it. Pinkerton and

1 accomplice liability are different means for holding the Minneapolis Department of
2 Justice liable for substantive offenses executed by someone with whom that party shared
3 an affiliative relationship pursuant to Minn. Stat. §466.01 *et. seq.*. When identical
4 conduct supports liability under either postulate for the Minnesota Attorney General
5 Office it is necessary to elect between them because, they are merely different means of
6 finding that both the Minneapolis Department of Justice and the Minnesota Attorney
7 General committed certain substantive offenses and/or sanctioned the Forced
8 Gentrification Scheme that was designed to House the disabled Senior Citizen inside a
9 homeless, shelter according to the words of B. Todd Jones, as well as ban Hunter from
10 entering into housing over a 5 state region.

11 171. Defendant Entities WCHRA sanctioned its business associates to commit
12 four felony offenses against the bereaved, as business associates knowingly and willfully
13 falsified Tenant Income Verification Forms in retaliation for Plaintiff opposing Northstar
14 Policies in the Tenth District Court and reporting the Rack Rental overcharge on her rent.

15 172. Plaintiff asserts Defendant Entities at the behest of WCHRA engaged in
16 ‘**anticompetitive activities**’ to extend and abuse ‘**monopoly powers,**’ by imposing a
17 Vendetta Gentrification Scheme, practices and policies over a 300+ square mile radius in
18 the terms, conditions for said properties and specifically to target African-Americans for
19 adverse actions in the provision of services, as it relates to privileges of rental of a
20 dwelling at any facilities with such dwelling, because of “**exercising and opposing**”
21 unlawful procedures, practices, and policies that are in non-compliance with Federal
22 legislation,” thus constituting discrimination based on “familial status,” class, handicap,
23 age, in violation of:

24 42 U.S.C. § 3604(f) (2) (A); and section §813:

25 b. On December 20, 2012, Mpls. Dept. of Justice conspired to violate
26 the Cold Weather Act and refused to make reasonable accommodations in policies,
27 services, rules, practices, by opposing the Preliminary Injunction on behalf of their
28 “business associates” that received federal funding and were mandated to afford

1 Ms. Inez Hunter an equal opportunity to use and enjoy a dwelling, of which
2 violated:

3 42 U.S.C. § 3604(f) (3) (B); and section §813

4 c. Coerced, intimidated, reprisal over a 300+ square mile radius by
5 intentional acts of acquiescence and serving the bereaved with a Gentrification
6 Eviction and Notice to Vacate, thus constituting duress, intimidation, oppression,
7 humiliations, while attempting the degrade Hunter or interfered with Plaintiff's
8 rights in the exercise or enjoyment of, or on account of her having exercised or
9 enjoyed any right granted or protected by the Fair Housing Act, in violation of

10 42 U.S.C. § 3617, and section §813

11 d. Ms. Hunter is an aggrieved person, as defined in 42 U.S.C. §
12 3602(i), and has suffered damages as a result of the Defendant Sauber, Pondview
13 in consort with Northstar Residential' taking adverse retaliatory actions to Falsify
14 TIVFs through direct willful acts of acquiesces constituting discriminatory
15 conduct as described above.

16 173. The discriminatory actions of the Defendants were intentional, willful, and
17 taken in disregard of Ms. Inez Hunter federally protected rights.

18 174. Pursuant to the requirements of 42 U.S.C. §§ 3610(a) and (b), the Secretary
19 of Kevin Lindsey, HUD and Kimberly Nevels, MDHR erroneously proclaimed not to
20 have "jurisdiction" and refused to conduct a legitimate investigation of the complaint
21 while being derelict in their duties and deliberately covering-up felony conduct of
22 WCHRA business associates to allow them carry out the Forced Gentrification Scheme,
23 and abuse their collusion powers.

24 175. Based on the information gathered in the investigation, both the Public
25 Housing Authority Saint Paul, Section 8 Division Executive Director, John Gutzman,
26 Dominic Mitchell, Program Manager, and WCHRA, Executive Director, Programs
27 Manager, and Corina Serrano, violated 42 U.S.C. § 3610(g)(1), while becoming
28 complicit in the Federal Offense and claiming not to have jurisdiction and attempting to

1 manufacture material false, fictitious evidence in the form of a Tortfeasor Error Forms in
2 order to sanction Northstar's 'collusion abuse' and extend its monopoly arbitrary Rental
3 Racketeering Scheme activities over a 300+ square mile radius to ban the Plaintiff. On or
4 about July 3, 2012, the MDHR failed to issue a Charge of Discrimination ("the Charge")
5 pursuant to 42 U.S.C. § 3610(g)(2)(A), and covered up the Defendants federal offenses
6 while sanctioning them and engaging in discriminatory housing practices in violation of
7 The Fair Housing Amendments Act of 1988 and Housing Discrimination against People
8 with Mental Disabilities, 43 Am. U. L. Rev. §925 (1993-1994))

9 176. Plaintiff Ms. Hunter rights are protected under the disability provisions of
10 the Act, as they are "regarded as" disabled by the government and Defendants were
11 "aware" and, on that basis, meet the Act's definition of disability, pursuant to 42 U.S.C.
12 § 3602(h). (Exhs. 54, Affidavit of Mr. Hunter dated 12/12/11); (Exh. 73, 74, 75, 76,
13 Affidavit of Inez Hunter dated 12/27/11); (Exh. 46, Mr. Hunter Stamped Soc. Sec.
14 Disability Benefits)

15 177. Defendants Entities otherwise made housing unavailable over a 300+ square
16 mile radius, while serving Hunter with Gentrification Eviction after refusing to execute
17 her name on Tortfeasor Error HIPPA Medical Records Forms and Tortfeasor Error
18 Investigation Forms and thereafter "hand delivered" a "Notice to Vacate" by C. Serrano
19 at the behest of WCHRA Executive Director and City of Woodbury Officials in violation
20 of 42 U.S.C. § 3604(f)(1)(A). (Exhs. 1, J. Saber, Pondview Retaliatory Letter 09/28/11);
21 (Exhs. 2, 3, J. Anderson, Northstar Retaliatory Letters 10/05/11); (Exh 25, J. Salber,
22 Pondview Retaliatory Letter dated 11/22/11); (Exh. 65, J. Saber Pondview Hand
23 delivered Retaliatory Letter back dated 12/14/11 and delivered 12/18/11); (Exhs. 82, 83,
24 Letter to HUD Secretary Shaun Donovan); (Exhs. 84, 85, Asst. Sect. Sandra Henriquez,
25 U.S. Dept. of Housing & Urban Devlp. Dated 06/17/11)

26 178. Plaintiffs Hunter asserts Defendants Entities Minneapolis Department of
27 Justice subjected Hunter to intimidation and colluded to file a Opposition to the
28

1 Preliminary Injunction with malice intent to force Hunter into homeless shelter at
2 www.shelterlistings.org in violation of 24 C.F.R. §100.400(c)(4).

3 179. Defendant Entities WCHRA acquiesced to its business associates
4 submitting fraudulent Tenant Income Verification Forms in violation of 18 U.S.C. §4
5 and subjected Plaintiffs to different terms and conditions of rental because Hunter
6 opposed their Rack Rental Increase in violation of the December 15, 2011 Judges
7 Ordered in the Tenth District Court of Washington County, as well as, opposed the
8 Defendant Entities policies to prohibit Section 8 Choice Voucher Holders from
9 transferring into Washington County while receiving Federal Government funding thus
10 constituting class, age, race, disability and familial status discrimination in violation of
11 42 U.S.C. §3604(f).

12 180. Defendants otherwise made housing unavailable over a 300+ mile radius in
13 violation of 42 U.S.C. §3604 (f) (1) (A), as Plaintiff was humiliated and her son was
14 forced out of the complex after being rehabilitated as an ex-felon.

15 181. The federal Fair Housing Act and the Fair Housing Amendments Act (42
16 U.S. Code §§ 3601-3619, 3631) prohibits Defendant Entities from acquiescing to
17 Federal Offenses while receiving federal dollars and discriminating against a tenant /
18 court witness for opposing a policy and practice to prohibit the transfer of Section 8
19 Voucher Holders into Washington County, thus constituting familial status, disability, or
20 age discrimination.

21 182. Plaintiff Hunter under the law qualifies with a disability as follows:

- 22 i. Hunter is person with a physical disability that substantially limits
23 a person's ability to perform one or more major life activities;
- 24 ii. Hunter is person that has a record of the disability and is a Senior
25 Citizen;
- 26 iii. Ms. Hunter is person that is considered by others as having the
27 disability;
- 28 iv. Types of protected disabilities include mobile, visual, and hearing
impairments, mental retardation, alcoholism (if being treated in a recovery
program), drug addiction (not caused by the use of an illegal controlled substance),
mental illness, HIV, AIDS, and AIDS-Related Complex. (Exhs. 69, 70, 71, 72,

1 Maurice McGrough Director, Office of Fair Housing & Equal Opp. Region V,
2 dated 12/19/11); (Exhs. 66, MDHR Second Revised Charge of Discrimination by
3 Thomas Barnett)

4 183. Plaintiff Mr. Hunter asserts and alleges Defendants Entities WCHRA and
5 Minneapolis Department of Justice utilized diabolical "coercion/intimidation" tactic
6 measures in Case 12-SC-2008MJD/AJB outside the presence of a Judge and subjected
7 Hunter to Class, Disability, Familial Status discrimination in violation of 24 C.F.R.
8 §100.400(c)(1).

9 CONCLUSION:

10 1. Plaintiff demands a jury trial as to all issues of fact herein properly triable to
11 a jury under any statute or under common law.

12 2. WHEREFORE, the Plaintiff Inez Hunter prays for relief as follows:

13 3. Plaintiff Inez Hunter and Dannez Hunter requests \$3.5 million dollars for
14 all of the above claims in the form of damages.

15 4. This amount won't reduce damages because of the pattern acknowledged by
16 Police Officer Anne Marie Rasmusson. Plaintiff requests Class Action status for other
17 damages of \$100,000,00.00 plus for the injured class by Washington County's Policies. .

18 5. Plaintiff seeks a Preliminary and then Permanent Injunction requiring the
19 WCHRA, Saint Paul PHA, City of Saint Paul, City of Woodbury, Washington County,
20 Minneapolis Department of Justice, Minnesota Attorney General to restructure and fire
21 those people who have committed an affirmative act and federal offense in the
22 furtherance of the Washington County/City of Woodbury/City of Saint Paul/State of
23 Minnesota Forced Gentrification Scheme and engaged in discrimination be forced to
24 restructure their organization. (Exh. 700, 701)

25 6. Plaintiffs are aggrieved persons within the meaning of 42 U.S.C. § 3602(i),
26 and Minnesota Statutes, §363A. As such, Plaintiffs suffered damages, including but not
27 limited to, economic loss, emotional distress, inconvenience, embarrassment, retaliation,
28 humiliation and the loss of a housing opportunity as a result of Defendants'
anticompetitive activities and discriminatory conduct.

1 7. A money judgment against all the Defendants for liquidated, actual, and
2 compensatory damages in the amount in excess of Three million five hundred thousand
3 (\$3.5 million) Dollars and punitive damages in an amount to be determined by the jury,
4 together with her costs, including reasonable attorney fees, under 42 U.S.C. §1988, the
5 HIPPA, and other applicable laws, and prejudgment interest;

6 8. Preliminary and permanently enjoining Defendant from violations of the
7 federal health privacy laws 45 C.F.R. § §164.308(a)(1), .308(a)(3-4), .308(a)(5),
8 .308(a)(6), .310(a)(1), .310(d)(1), and .316 as provided under 42 USC §1320d-
9 5(d)(1)(A); and from violations of Minn. Stat. Ch. §144, Minn. Stat. Ch. 332, and
10 Minnesota's consumer protection laws, Minn. Stat. §325D.43 *et. seq.*, & §325F.68 *et.*
11 *seq.*,

12 9. An Preliminary injunction against the Defendants, their agents, employees,
13 and successors, and all other persons in active concert or participation with any of them,
14 from discriminating on the basis of disability in violation of the Fair Housing Act, as
15 amended, 42 U.S.C. §§ 3601, *et. seq.*; *section §813*

16 10. Awarding judgment against Defendant Entities for statutory damages for all
17 violations by Defendants as provided under 42 USC §1320d-5(d)(1)(B), (2) and for civil
18 penalties pursuant to Minn. Stat. §8.31

19 11. Awarding Plaintiff costs of the action and reasonable legal hourly fees to
20 the Plaintiff at \$350 dollars an hour, according to law; legal expenses, preparation of
21 documents, postage, transportation expense, and copying costs, plus interest;

22 **12. Declare and determine which agency, either U.S. HUD or MDHR has**
23 **subject matter jurisdiction and the length of time Defendant Executive Directors,**
24 **Supervisors, and Commissioner's from WCHRA and the DOJ can be banned from**
25 **Housing upon their release from their Federal Prison Terms.**

26 13. Actual damages, punitive damages, attorneys' fees and other litigating
27 costs and such other preliminary and equitable relief as the court determines to be
28 appropriate under 42 USC §1988, 466.01 *et. seq.*

1 14. As a proximate result of Defendant Entities' systematic and arbitrary
2 coercion and duress attempts during the inside of discovery, and applicable laws,
3 Plaintiffs are entitled to tremble damages; in addition, to monetary, injunctive, and other
4 equitable relief, pursuant to **42 U.S. Code §§ 3601-3619 et. seq., 3631 et. seq., 42**
5 **U.S.C. § 3602 et. seq.; U.S.C. § 3604 et. seq., of law, and Minnesota Statute, §363A, and**
6 **24 C.F.R. §100.400(c)(4).**

7 15. A declaration that the conduct of Defendants as set forth above violates the
8 Fair Housing Act, as amended, 42 U.S.C. §§ 3601, *et. seq.*;

9 16. An award of monetary damages to Freeman Price, pursuant to 42 U.S.C. §§
10 3612(o)(3) and 3613(c)(1); and

11 17. Enjoins Defendants their agents and employees, successors and all other
12 persons in active concert or participation with them from discriminating on the basis of
13 disability, age or familial status against any person in any aspect of the purchase of rental
14 of a dwelling;

15 18. Awards such treble damages as will fully compensate Plaintiffs, aggrieved
16 persons, for their actual damage caused by Defendants' discriminatory conduct pursuant
17 to 42 U.S.C. §§ 3604(c), (f)(1)(A), and (f)(2)(A); and

18 19. Awards a \$16,000 civil penalty against each Defendant for each violation of
19 the Act committed pursuant to 42 U.S.C. §3601, *et. seq.*;

20 20. Awards a \$16,000 civil penalty against each Defendant for each violation
21 of the Act committed pursuant to 42 U.S.C. §3612(g)(3);

22 21. The Plaintiff prays for further additional relief as may be appropriate under
23 42 U.S.C. §3612(g)(2);

24 22. Identical to the federal FCA, the Minnesota FCA allows \$5,500 to \$11,000
25 per false claim plus three times the amount of damages actually incurred by the state.

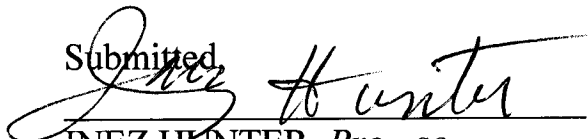
26 23. For treble Damages for Reprisal for violations of **Minnesota Statutes**
27 **§363A.09 Subd. 1(2) and §363A.15(1)**
28

24. Plaintiff Inez Hunter requests \$5.0 million dollars total for all of the above causes of action cited in this complaint in the form of treble damages before the jury is selected, and liquidation and/or confiscation of property or 5 acres of land within Washington County.

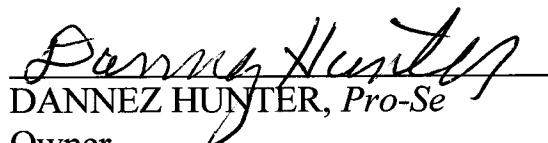
25. For such other and further relief as this Court deems just and proper, plaintiff requests Class Action Status for the remaining Disabled Class that were denied the ability to transfer their Section 8 Voucher's into Washington County, as well as those disabled Plaintiff displaced a proximate result of a Forced Gentrification Scheme to eliminate minority competition .

I declare under the penalty of perjury that all of the above and herein are true and correct to the best of my knowledge and belief pursuant to the laws in the State of Minnesota, and if called to testify to the same, I could and would testify accordingly.

DATED this 11 day of January, 2013

Submitted,

 INEZ HUNTER, *Pro - se*
 435 Woodduck Place
 Apt. H. Box 15
 Woodbury, Minnesota 55125
hunterinez@yahoo.com

Submitted,


 DANNEZ HUNTER, *Pro-Se*
 Owner
 Afristocks.com, Braziltrade.com
 P.O. Box 75472
 St. Paul, Minnesota 55175